

What Is Interconnection CLEC Enabler (ICE)?

- ICE is a password protected web based interface for CLEC's to submit selected Unbundled Network Elements (UNE) Service Inquiries (SI).
- ICE allows the CLEC to electronically submit Manual Loop Make Up and XDSL Loop SI/Firm Order Local Service Requests (LSR).

Advantages To Using ICE

- ICE allows the CLEC to submit the SI directly to BellSouth Outside Plant Engineering (OSPE) bypassing the CRS&G.
- CLEC does not have to prepare a separate LSR since ICE will generate and forward a firm order LSR to the LCSC fax server for the CLEC.
- No additional charge to use ICE.
- CLEC can use prompts, drop boxes and help screens to input the necessary information.
- An ICE User Guide provides the CLEC with help instructions for the various screens.
- CLECs will be able to monitor and track SIs.
- ICE allows the CLEC the ability to control, refresh and manage multiple user profiles within their own Company.

General Questions and Information

1. What is the URL for ICE?

The web address is <http://ice.bellsouth.com/>

2. LENS and ICE are both web based, what is the difference between submitting a Loop Make-Up SI in ICE instead of LENS?

LENS provides access to *electronic Loop Make-Up*, which provides information already charted and stored in *LFACS*.

ICE is the web based version of a *manual* Loop Make-Up request. A manual loop make up is requested when the complete loop make up is not loaded into *LFACS*.

(\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of CLEC-1's real and personal property situated on or within BellSouth's Remote Site Location.
- 9.2.4 CLEC-1 may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 Limits. The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days notice to CLEC-1 to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by CLEC-1 shall be deemed to be primary. All policies purchased by CLEC-1 shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Remote Site Location and shall remain in effect for the term of this Agreement or until all CLEC-1's property has been removed from BellSouth's Remote Site Location, whichever period is longer. If CLEC-1 fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from CLEC-1.
- 9.5 Submit certificates of insurance. CLEC-1 shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Remote Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. CLEC-1 shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from CLEC-1's insurance company. CLEC-1 shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
675 W. Peachtree Street
Rm. 17H53

Atlanta, Georgia 30375

- 9.6 Conformance to recommendations made by BellSouth's fire insurance company. CLEC-1 must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self-Insurance. If CLEC-1's net worth exceeds five hundred million dollars (\$500,000,000), CLEC-1 may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.3. CLEC-1 shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Remote Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to CLEC-1 in the event that self-insurance status is not granted to CLEC-1. If BellSouth approves CLEC-1 for self-insurance, CLEC-1 shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of CLEC-1's corporate officers. The ability to self-insure shall continue so long as CLEC-1 meets all of the requirements of this Section. If CLEC-1 subsequently no longer satisfies this Section, CLEC-1 is required to purchase insurance as indicated by Sections 9.2.1 and 8.2.3.
- 9.8 Net worth requirements. The net worth requirements set forth in Section 8.7 may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days' notice to CLEC-1 to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.9 Failure to comply. Failure to comply with the provisions of this Section will be deemed a material breach of this Agreement.
10. **Mechanics Liens**
- 10.1 Mechanics Lien or other Liens. If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or CLEC-1), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

11. Inspections

- 11.1 BellSouth may conduct inspection. BellSouth may conduct an inspection of CLEC-1's equipment and facilities in the Remote Collocation Space(s) prior to the activation of facilities between CLEC-1's equipment and equipment of BellSouth. BellSouth may conduct an inspection if CLEC-1 adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide CLEC-1 with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

12. Security and Safety Requirements

- 12.1 CLEC-1 will be required, at its own expense, to conduct a statewide investigation of criminal history records for each CLEC-1 employee being considered for work on the BellSouth Premises, for the states/counties where the CLEC-1 employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. CLEC-1 shall not be required to perform this investigation if an affiliated company of CLEC-1 has performed an investigation of the CLEC-1 employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if CLEC-1 has performed a pre-employment statewide investigation of criminal history records of the CLEC-1 employee for the states/counties where the CLEC-1 employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 CLEC-1 shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the CLEC-1 name. BellSouth reserves the right to remove from its premises any employee of CLEC-1 not possessing identification issued by CLEC-1 or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. CLEC-1 shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. CLEC-1 shall be solely responsible for ensuring that any Guest of CLEC-1 is in compliance with all subsections of this Section 12.
- 12.3 CLEC-1 will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.

- 12.4 CLEC-1 shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. CLEC-1 shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse access to any CLEC-1 personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that CLEC-1 chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, CLEC-1 may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 CLEC-1 shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 CLEC-1 shall not knowingly assign to the BellSouth Premises any individual who was a former contractor of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each CLEC-1 employee requiring access to a BellSouth Premises pursuant to this Agreement, CLEC-1 shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, CLEC-1 will disclose the nature of the convictions to BellSouth at that time. In the alternative, CLEC-1 may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 12.6 At BellSouth's request, CLEC-1 shall promptly remove from BellSouth's Premises any employee of CLEC-1 BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of CLEC-1 is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Notification to BellSouth. BellSouth reserves the right to interview CLEC-1's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to CLEC-

1's Security contact of such interview. CLEC-1 and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving CLEC-1's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill CLEC-1 for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that CLEC-1's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill CLEC-1 for BellSouth property that is stolen or damaged where an investigation determines the culpability of CLEC-1's employees, agents, or contractors and where CLEC-1 agrees, in good faith, with the results of such investigation. CLEC-1 shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth Premises, any employee found to have violated the security and safety requirements of this section. CLEC-1 shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

- 12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs. In no event shall CLEC-1, its agents, vendors or employees access BellSouth or any other CLEC's end user telephone lines.
- 12.10 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

13. **Destruction of Remote Collocation Space**

- 13.1 Remote Collocation Space is damaged. In the event a Remote Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for CLEC-1's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate this Agreement with respect to the affected Remote Collocation Space, and if either Party shall so elect, by

giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof with respect to such Remote Collocation Space. If the Remote Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for CLEC-1's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to CLEC-1, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. CLEC-1 may, at its own expense, accelerate the rebuild of its Remote Collocation Space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If CLEC-1's acceleration of the project increases the cost of the project, then those additional charges will be incurred by CLEC-1. Where allowed and where practical, CLEC-1 may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, CLEC-1 shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for CLEC-1's permitted use, until such Remote Collocation Space is fully repaired and restored and CLEC-1's equipment installed therein (but in no event later than thirty (30) business days after the Remote Collocation Space is fully repaired and restored). Where CLEC-1 has placed a Remote Site Adjacent Arrangement pursuant to section 3.4, CLEC-1 shall have the sole responsibility to repair or replace said Remote Site Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Remote Site Adjacent Arrangement.

14. Eminent Domain

- 14.1 Power of Eminent Domain. If the whole of a Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Agreement shall terminate with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Remote Collocation Space or Remote Site Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken under eminent domain, BellSouth and CLEC-1 shall each have the right to terminate this Agreement with respect to such Remote Collocation Space or

Remote Site Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

15. Nonexclusivity

- 15.1 Agreement is not exclusive. CLEC-1 understands that this Agreement is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

16. Notices

- 16.1 Except as otherwise provided herein, any notices or demands that are required by law or under the terms of this Agreement shall be given or made by CLEC-1 or BellSouth in writing and shall be given by hand delivery, or by certified or registered mail, and addressed to the parties as follows:

To BellSouth:

600 N. 19th Street
9th Floor

Birmingham, AL 35240

ATTN: CLEC Account Team

To CLEC-1:

ATTN: _____

- 16.2.1 Such notices shall be deemed to have been given in the case of certified or registered mail when deposited in the United States mail with postage prepaid.

17. Indemnity/Limitations of Liability

- 17.1 CLEC-1 shall be liable for any damage to property, equipment or facilities or injury to person caused by the activities of CLEC-1, its agents or employees pursuant to, or in furtherance of, rights granted under this Agreement. CLEC-1 shall indemnify and hold BellSouth harmless from and against any judgments, fees, costs or other expenses resulting or claimed to result from such activities by CLEC-1, its agents or employees.
- 17.2 BellSouth shall not be liable to CLEC-1 for any interruption of CLEC-1's service or for interference with the operation of CLEC-1's communications facilities, or for any special, indirect, incidental or consequential damages arising in any manner, including BellSouth's negligence, out of the use of the Collocation Space(s) and CLEC-1 shall indemnify, defend and hold BellSouth harmless from and against any and all claims, demands, causes of action,

costs and reasonable attorneys' fees with respect to such special, indirect, incidental or consequential damages.

18. Publicity

- 18.1 CLEC-1 agrees to submit to BellSouth all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement or mentioning or implying the tradenames, logos, trademarks or service marks (hereinafter "Marks") of BellSouth Corporation and/or any of its affiliated companies or language from which the connection of said Marks therewith may be inferred or implied, or mentioning or implying the names of any personnel of BellSouth Corporation and/or any of its affiliated companies, and CLEC-1 further agrees not to publish or use such advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written consent.

19. Force Majeure

- 19.1 Neither party shall be in default by reason of any failure in performance of this Agreement, in accordance with its terms and conditions, if such failure arises out of causes beyond the control of the nonperforming party including, but not restricted to, acts of God, acts of government, insurrections, fires, floods, accidents, epidemics, quarantines, restrictions, strikes, freight embargoes, inability to secure raw materials or transportation facilities, acts or omissions of carriers or any and all other causes beyond the party's control.

20. Assignment

- 20.1 CLEC-1 acknowledges that this Agreement does not convey any right, title or interest in the Central Office to CLEC-1. This Agreement is not assignable by either party without the prior written consent of the other party, and any attempt to assign any of the rights, duties or obligations of this Agreement without such consent is void. Notwithstanding the foregoing, either party may assign any rights, duties or obligations of this Agreement to a parent, subsidiary or affiliate without the consent of the other party.

21. No Implied Waiver

- 21.1 No consent or waiver by either party to or of any breach of any covenant, term, condition, provision or duty of the other party under this Agreement shall be construed as a consent to or waiver of any other breach of the same or any other covenant, term, condition, provision or duty. No such consent or waiver shall be valid unless in writing and signed by the party granting such consent or waiver.

22. Governing Law

- 22.1 This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Alabama, without regard to its conflict of laws principles.

23. Compliance with Laws

- 23.1 The Parties agree to comply with all applicable federal, state, and local laws, rules and regulations in the performance of this Agreement.

24. Resolution of Disputes

- 24.1 Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will petition the Commission in the state where the services are provided pursuant to this Agreement for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by the Public Service Commission concerning this Agreement.

25. Section Headings

- 25.1 The section headings used herein are for convenience only, and shall not be deemed to constitute integral provisions of this Agreement.

26. Authority

- 26.1 Each of the parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such party has the full right, power and authority to enter into and execute this Agreement on such party's behalf and that no consent from any other person or entity is required as a condition precedent to the legal effect of this Agreement.

27. Review of Agreement

- 27.1 The parties acknowledge that each has had an opportunity to review and negotiate this Agreement and has executed this Agreement only after such review and negotiation. The Parties further agree that this Agreement shall be deemed to have been drafted by both BellSouth and CLEC-1 and the terms and conditions contained herein shall not be construed any more strictly against one party or the other.

28. Filing of Agreement

- 28.1 Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of section 252 of the Act. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, said costs shall be borne by CLEC-1.

29. Entire Agreement

- 29.1 This Agreement contains the full understanding of the Parties (superseding all prior or contemporaneous correspondence between the Parties) and shall constitute the entire agreement between BellSouth and CLEC-1 and may not be modified or amended other than by a written instrument signed by both parties. If any conflict arises between the terms and conditions contained in this Agreement and those contained in a filed tariff, the terms and conditions of this Agreement shall control.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which shall constitute an original, on the day and year first above written.

BELLSOUTH TELECOMMUNICATIONS,
INC.

(CLEC-1's Full Company Name)

Authorized Signature

Authorized Signature

Print or Type Name

Print or Type Name

Title

Title

Date

Date

EXHIBIT A

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and CLEC-1 agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Agreement.
- 1.2 Notice. BellSouth and CLEC-1 shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. CLEC-1 should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for CLEC-1 to follow when working at BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. CLEC-1 will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the CLEC-1 space with proper notification. BellSouth reserves the right to stop any CLEC-1 work operation that imposes Imminent Danger to the

environment, employees or other persons in the area or Facility.

- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by CLEC-1 are owned by CLEC-1. CLEC-1 will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by CLEC-1 or different hazardous materials used by CLEC-1 at BellSouth Facility. CLEC-1 must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.
- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by CLEC-1 to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and CLEC-1 will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and CLEC-1 will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, CLEC-1 must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and CLEC-1 shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.

2. **CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES**

When performing functions that fall under the following Environmental categories on BellSouth's Premises, CLEC-1 agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. CLEC-1 further agrees to cooperate with BellSouth to ensure that CLEC-1's employees, agents, and/or subcontractors are knowledgeable of

- ISSUE: Should the Parties be obligated to perform CNAM queries and pass such information on all calls exchanged between them, regardless of whether that would require BellSouth to query a third party database provider?
- REQUEST: Provide all documents identified in response to Interrogatory 2-39-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth will issue CNAM queries and pass such information on calls exchanged between itself and another carrier.
- RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. Moreover, the information requested is irrelevant because it purportedly seeks information regarding the provision of a non- telecommunications service and thus outside the scope of a Section 251 arbitration.

- ISSUE:** Should the Parties be obligated to perform CNAM queries and pass such information on all calls exchanged between them, regardless of whether that would require BellSouth to query a third party database provider?
- REQUEST:** Provide all documents identified in response to Interrogatory 2-39-2, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether it is technically feasible for BellSouth to issue CNAM queries and pass such information on calls exchanged between itself and another carrier. If an identified document is an ICA or agreement, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contain the relevant provisions
- RESPONSE:** BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. Moreover, the information requested is irrelevant because it purportedly seeks information regarding the provision of a non- telecommunications service and thus outside the scope of a Section 251 arbitration.

- ISSUE: Should the Parties be obligated to perform CNAM queries and pass such information on all calls exchanged between them, regardless of whether that would require BellSouth to query a third party database provider?
- REQUEST: Provide all documents identified in response to Interrogatory 2-39-3, including documents which BellSouth discusses, explains, adopts or refers to a policy regarding which party bears the cost when BellSouth issues CNAM queries and pass such information on calls exchanged between itself and another carrier.
- RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. Moreover, the information requested is irrelevant because it purportedly seeks information regarding the provision of a non- telecommunications service and thus outside the scope of a Section 251 arbitration.

ISSUE: Should LIDB charges be subject to application of jurisdictional factors?

REQUEST: Provide all documents identified in response to Interrogatory 2-40-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether LIDB charges are subject to the application of jurisdictional factors.

burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, information responsive to this request can be found in the Standard Interconnection Agreement, which is available at the following URL link:

http://www.interconnection.bellsouth.com/become_a_clec/docs/ics_agreement.pdf

Additional documents responsive to this request are attached.

BellSouth Telecommunications, Inc.
Alabama Public Service Commission
Docket No. 29242
Joint Petitioners' 1st Request for Production
April 6, 2004
Item No. 2-40-1
Attachment 1

**ATTACHMENT TO REQUEST FOR PRODUCTION
ITEM NO. 2-40-1**

CONFIDENTIAL

00062



BellSouth Jurisdictional Factors Reporting Guide

Issue 5.0

December 3, 2003

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BellSouth Jurisdictional Factors Reporting Guide

1.0 Introduction

Jurisdictional factors are utilized to apportion the billing of BellSouth Access and Local Interconnections Services between the interstate, intrastate and local jurisdictions. The rates, terms and conditions applicable to the provision of services are determined based upon the jurisdictional use of the service. Where sufficient data is available BellSouth will determine the percentage of use by jurisdiction for billing applications in accordance with BellSouth tariffs and contractual agreements. Absent sufficient data it is incumbent upon BellSouth customers to accurately report jurisdictional factors in order for BellSouth to bill the associated services per contractual and regulatory requirements. This document serves as a supplemental guide to the BellSouth tariffs and contracts for the preparation and reporting of the following jurisdictional factors related to Access and Local Interconnection Services

PIU - Percent Interstate Usage

PLU - Percent Local Usage

PLF - Percent Local Facility

These factors are reported by service at a state level as required. Unique service requirements are identified later in this Guide. In general, the PIU factors are required for Access Services and Local Interconnection Services to apportion the billing between the state and interstate jurisdictions. Competitive Local Exchange Carriers (CLECs) are also required to report PLU and PLF factors in addition to PIU factors to further apportion their intrastate use of Local Interconnection services between the state and local jurisdiction. Failure to report values for PLU and/or PLF shall result in the default value of zero percent being applied for these factors. The local jurisdiction is considered a subset of the intrastate jurisdiction in the determination and application of the PLU and PLF factors. The following sections provide information concerning the determination of factors, the application of factors, reporting procedures and customer records requirements. This information is provided as an aide in reporting jurisdictional factors and shall be used as a supplement to BellSouth Tariffs and/or contractual agreements with BellSouth.

2.0 Jurisdictions

There are three basic jurisdictions related to BellSouth Access and Local Interconnections Services. These are the Interstate, Intrastate and the Local jurisdiction. The jurisdiction is determined based upon the physical locations of the

origination and termination points of the communication. An ordinary voice communications telephone call that originates from a location that is in the same state

as the terminating number or called party shall be designated as an intrastate call and the minutes of use for that call shall be billed per the intrastate jurisdictional requirements. Conversely, a call that originates in a different state than the terminating location or called number shall be designated as interstate traffic. A call that originates and terminates within a local calling area as specified in the applicable contract or tariff is designated as local traffic.

The Jurisdiction of a call is determined solely by the location of the party initiating the call and the location of the called party. The origination and termination points are not necessarily determined based upon the carrier's network entry and exit points but rather on the origination and termination locations of the end users or the entities that are involved in the communications or information exchange. When multiple networks or carriers are involved, a particular carrier's transport of the service may be totally within a state boundary, however, the ultimate end points of the call or information exchange may be in different states. In this situation, the traffic shall be designated as interstate for all carriers even though a particular carrier's transport service begins and ends within a state boundary. In other words, jurisdiction of a call is determined solely by the locations of the originating and terminating parties and is not affected by the manner in which the call is routed through the telecommunications network.

The location of the origination or termination end points is determined based upon the location of the serving central offices. If a call terminates to an office that is associated with a LATA in an adjoining state (cross boundary) the call is considered to complete in the state where the central office is located.

3.0 Factors

3.1. General

BellSouth Jurisdictional factors are jurisdictional projections of the percentages of use of access and interconnection services for billing purposes. Factors shall be provided with the first request for each service in each state and are updated quarterly based upon the most recent three months of data. Factors for the initial request shall be reported via *RF-3995 Jurisdictional Factor Report* that is located at <http://www.interconnection.bellsouth.com/forms/index.html>, CLEC Forms Online or Interexchange Carrier Webforms. If factors are not updated then BellSouth will

assume that the percentages are the same as previously provided. If a valid quarterly report has never been received then BellSouth may utilize the factor(s) provided with the initial order for service, the most recent audit results if an audit has been performed or the default value for the particular factor. In cases where sufficient data is available then BellSouth will determine the factors to be utilized for billing.

3.2. PIU - Percent Interstate Usage

This factor is the percentage of use that is interstate. For services that are billed on a per minute of use (MOU) basis the PIU is based upon the traffic to and from the BellSouth Network. Further, depending upon the type of usage based service, the PIU may represent the percentage of both originating and terminating usage or may only represent the percentage of terminating usage that is jurisdictionally interstate. Any traffic that originates/terminates in the reporting carrier's network that ultimately originates/terminates to the BellSouth Network through another carrier's network shall be included in the reported PIU factor(s) by the intermediate carrier that accepts billing for the usage. This relationship is usually established per an agency authorization. In these situations, the carrier that accepts billing from BellSouth for the usage to and from BellSouth shall include such usage in their factor calculations that are reported to BellSouth. Any usage that transits a reporting carrier's network shall be included in the jurisdictional factor reporting by the billed carrier to the originating/terminating carrier regardless of the number of carriers involved in the transport of the traffic. It is incumbent upon the carrier that is billed for originating/terminating traffic to the BellSouth Network to report PIU factors to BellSouth that are representative of the actual jurisdiction of traffic delivered to BellSouth.

For services that are not billed on a usage sensitive basis (e.g. Switched Transport Local Channel, Interoffice Channels & Multiplexing Equipment) the total use of the service shall be considered in determining the PIU factors including originating and terminating usage to the BellSouth Network.

The PIU factor is calculated as follows where MOUs are billed minutes of use:

$$\frac{\text{Total Interstate MOUs}}{\text{Total Usage MOUs}}$$

Total Usage includes interstate, intrastate and local usage. This percentage is calculated on a statewide basis. Both Interexchange Carriers and Facility Based Competitive Local Exchange Carriers (CLECs) are required to report PIU factors per their Access Carrier Name Abbreviation (ACNA).

3.3. PLU – Percent Local Usage

This factor is the percentage of intrastate terminating usage that is categorized as Local Jurisdiction. For purposes of this guide the total intrastate usage includes intrastate local usage and intrastate non-local usage. The local jurisdiction is applicable to Competitive Local Exchange Carriers (CLECs) that are terminating local traffic from their network to the BellSouth network. CLECs that totally utilize resale or unbundled network elements to provision local services are not required to report PLU factors. Interexchange Carriers that do not terminate local traffic as a CLEC are not required to report PLU factors. Terminating party pays usage shall be excluded from the PLU calculations (same as TPIU, Section 4.3). The local jurisdiction is normally defined per Local Interconnection contractual agreements and is calculated as follows where MOUs are billed minutes of use:

$$\frac{\text{Total Local Terminating MOUs}}{\text{Total Intrastate Terminating MOUs}}$$

The total intrastate terminating minutes can be determined by multiplying the total terminating minutes by (1- TPIU). Therefore the PLU may also be calculated as follows:

$$\frac{\text{Total Local Terminating MOUs}}{(\text{Total Terminating MOUs}) \times (1-\text{TPIU})}$$

This factor is calculated on a statewide basis by Access Carrier Name Abbreviation (ACNA).

3.4. PLF – Percent Local Facility

The PLF is the percentage of the intrastate use of Switched Dedicated Transport and/or Local Interconnection Transport that is jurisdictionally local. This factor is similar to PLU except that it applies to dedicated transport services that are billed on a non-usage sensitive basis. Reporting of this factor is required by Facility Based CLECs utilizing BellSouth Local Interconnection transport services. Factors for the initial request shall be reported via *RF-3995 Jurisdictional Factor Report* (see <http://www.interconnection.bellsouth.com/forms/index.html>, CLEC Forms Online or Interexchange Carrier Webforms). In addition, IXCs that also function as a CLEC and utilize Switched Dedicated Transport and/or Local

Interconnection transport to interconnect with the BellSouth Network for the exchange of local traffic are required to report a PLF. As with PIU factors for non-usage sensitive billed services, the total use of these services are considered in determining the factor (i.e. all originating and terminating usage). The PLF represents the percentage of use of all the Switched Dedicated Transport and Local Interconnection Transport provisioned by BellSouth that is jurisdictionally local as defined per contract or tariff. The PLF for these services is based upon the usage that is transported by these services as follows:

$$\frac{\text{Total Local MOUs}}{\text{Total Intrastate MOUs}}$$

The total intrastate minutes can be determined by multiplying the total minutes by (1- PIUE) where PIUE is the factor applicable to Switched Dedicated Transports and Local Interconnection Transport. Therefore the PLF may also be calculated as follows:

$$\frac{\text{Total Local Minutes}}{(\text{Total Minutes}) \times (1-\text{PIUE})}$$

This factor may is calculated on a statewide basis and reported per Access Carrier Name Abbreviation (ACNA).

4.0 Service Reporting Requirements

Jurisdictional factors shall be developed and reported for particular services as specified in the BellSouth Tariffs and as specified in applicable contracts that are provisioned for a carrier. Factor reporting requirements for these services are discussed in the following subsections.

4.1. BellSouth Switched Access (SWA) Feature Group A (FGA) PIU (PIUA)

Usage based rate elements are billed for FGA in both the originating and terminating directions. This usage shall be apportioned to the intrastate and interstate jurisdictions. A single PIU factor shall be reported at the state level to apportion all the applicable usage (both originating, terminating and transit) between the state and interstate jurisdictions. All usage received from or delivered to the BellSouth network and through the BellSouth Network to

connecting local exchange carriers shall be considered in the determination of the PIU for FGA.

4.2. BellSouth SWA FGB PIU (PIUB)

Usage based rate elements are billed for FGB in both the originating and terminating directions. This usage shall be apportioned to the state and interstate jurisdictions. A single PIU factor shall be reported at the state level to apportion all the applicable usage (both originating and terminating) based elements between the intrastate and interstate jurisdictions.

4.3. BellSouth SWA FGD & Local Terminating PIU (TPIU)

Usage based rate elements are billed for FGD in both the originating and terminating directions. BellSouth is able to determine the jurisdiction of originating FGD traffic per the billing records generated with each call. Therefore a factor to apportion usage for originating FGD traffic is not required from the reporting carrier. Originating traffic consists of calls where the location of the calling number is served from a BellSouth end office that is connecting to a carrier for completion to the called number location. The terminating usage shall be apportioned to the state and interstate jurisdictions per a TPIU factor. A single TPIU factor for terminating FGD traffic shall be reported at the state level to apportion the applicable usage based elements between the intrastate and interstate jurisdictions. Terminating party pays usage (e.g. 800 terminating traffic) shall be excluded from the TPIU calculations.

Local traffic shall also be included when determining the TPIU. If the reporting carrier functions as an Interexchange and Local carrier then all of the terminating usage sent to BellSouth will be apportioned between the state and interstate jurisdictions per a single TPIU. This factor shall be reported at the state level per Access Carrier Name Abbreviation (ACNA). A TPIU shall be reported by CLECs even if it does not terminate any interstate traffic to the BellSouth network. In this situation, the CLEC should report a TPIU equal to zero (0.00) to indicate that all of its traffic is Intrastate and Local.

4.4. BellSouth Local Interconnection PLU

The percent of usage to be billed per the Local Interconnection contracts is determined by the PLU factor. This factor shall be developed in conjunction with the TPIU factor discussed in the previous subsection. After the TPIU is

determined then the percentage of the intrastate usage that is local shall be determined. By definition, the percentage of intrastate traffic of the total terminating traffic is equal to $1 - \text{TPIU}$. The total terminating traffic to be considered is discussed in the TPIU subsection. The PLU represents the percentage of intrastate terminating usage that is jurisdictionally local. This factor is reported at the state level by ACNA.

4.5. BellSouth SWA 500 PIU (ZP15)

The SWA 500 PIU factor will be applied to the carrier's originating 500 service MOUS and to the calls to apportion the usage and calls between state and interstate jurisdiction. This factor represents the percentage of originating 500 minutes and calls that are interstate jurisdiction.

4.6. BellSouth SWA 700 Access Service (ZP17)

The SWA 700 PIU factor will be applied to the carrier's originating 700 service MOUS to apportion the usage between state and interstate jurisdiction. This factor represents the percentage of originating 700 minutes that are interstate jurisdiction.

4.7. BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening (ZP18)

The SWA 8XX PIU factor will be applied to the carrier's originating 8XX service MOUS and queries to apportion the usage and queries between the intrastate and interstate jurisdiction. This factor represents the percentage of originating 8XX minutes and queries that are interstate jurisdiction.

4.8. BellSouth SWA 900 Service (ZP19)

The SWA 900 PIU factor will be applied to the carrier's originating 900 service MOUS to apportion the usage between the intrastate and interstate jurisdiction. This factor represents the percentage of originating 900 minutes that are interstate jurisdiction.

4.9. BellSouth SWA Transport PIUE

BellSouth SWA Transport PIUE is applicable to the following SWA Transport Services:

SWA Local Channel
SWA Dedicated Interoffice Channels
SWA Channelization Equipment
Local Interconnection Dedicated Transport
Dedicated End Office Trunk Port Service
Dedicated Tandem End Office Trunk Port Service
SWA Expanded Interconnection Cross-Connects

The PIUE may also be applied to other flat rated charges not specifically covered by other PIU categories.

The utilization of these transport services is considered in combination to determine the PIUE factors. The PIUE will be applied to the recurring billing elements for these services to apportion billing between the intrastate and interstate jurisdictions. The total jurisdictional use of these services shall be considered when determining PIUE factors including all originating and terminating usage. The PIUE represents the percentage that these services are utilized for interstate jurisdiction applications.

4.10. BellSouth Local Interconnection Transport PLF

This factor is utilized to apportion the use of SWA Local Channel, SWA Dedicated Interoffice Channels, SWA Channelization Equipment, Local Interconnection Dedicated Transport, Tandem/End Office Ports and various other flat rated services to the Local Jurisdiction for billing purposes (per tariff and contractual agreements). This factor is developed in conjunction with the PIUE. The PLF represents the percentage of the Intrastate use of these services that is jurisdictionally Local whereby the Intrastate percentage is defined as 1-PIUE. The total jurisdictional use of these services shall be considered when determining PLF and should include originating and terminating traffic. This factor is reported at the state level by ACNA.

4.11.a. BellSouth CCS7 Access Arrangement SPIU

If a carrier has access to CCS7 Signaling Services monitoring software, then that carrier may use this software to identify the appropriate jurisdictional factors (SPIU/SPLU) on its signaling with BellSouth and report these factors in the same format detailed herein.

If, however, a carrier does not have access to CCS7 Signaling Services monitoring software, then as APIU for CCS7 Signaling Services shall be developed and reported based upon the associated billed minutes of use for SWA

Usage- based services. The billed minutes that are jurisdictionally *interstate* as a percentage of the total billed minutes shall be reported as the CCS7 Access SPIU.

4.11.a. BellSouth CCS7 Access Arrangement SPLU

If a carrier has access to CCS7 Signaling Services monitoring software, then that carrier may use this software to identify the appropriate jurisdictional factors (SPIU/SPLU) on its signaling with BellSouth and report these factors in the same format detailed herein.

If, however, a carrier does not have access to CCS7 Signaling Services monitoring software, then an SPLU for CCS7 Signaling Services shall be developed and reported based upon the associated billed minutes of use for SWA Usage based services and Local Interconnection services. The billed minutes that are jurisdictionally *local* as a percentage of the total *intrastate* billed minutes shall be reported as the CCS7 Access SPLU. Where the customer is a "Third Party Provider" of CCS7 Access services then the SPLU will be developed based upon a weighted average of all of that provider's "Third Party Customer's" end user traffic.

4.11.c. BellSouth CCS7 Access Arrangement: Special Note

In determining a factor for intrastate, *non-local traffic*, consider the following example:

Based on evaluating SWA usage-based services and local interconnection services, a BellSouth carrier customer has determined that its signaling traffic merits an SPIU of 80 and an SPLU of 60. As such, the following will then be true:

80% of the carrier's signaling messages will be billed as *interstate*.
Of the remaining 20%, 60% of the 20% ($.60 \times .20 = .12$), 12% will be billed as *local*.

And, the final 8% will be billed as *intrastate, non-local*.

5. BellSouth Line Information Data Base Service LIDB

There are two factors reported for LIDB service, a PIU factor and a PCLU (Percent CLEC LIDB Usage). These factors are utilized to apportion the queries

to the LIDB Data Base between the interstate, intrastate and local jurisdiction. First, the total number of queries in the study period is determined and then the PCLU shall be calculated. The PCLU represents the percentage of LIDB queries that are jurisdictionally Local as a percentage of the total number of queries. The basic formula for the PCLU calculation is as follows:

$$\frac{\text{Number of Local Queries}}{\text{Total Number of Queries}}$$

After the PCLU is determined, the LIDB PIU shall be determined. The LIDB PIU represents the percentage of queries that are jurisdictionally interstate of the total number of queries minus the number of queries that are jurisdictionally local. The formula for the LIDB PIU is as follows:

$$\frac{\text{Number of Interstate Queries}}{(\text{Total Number of Queries}) - (\text{Number of Local Queries})}$$

5.0 Report Process

The following summarizes the major steps to develop and report jurisdictional factors:

- Install/modify systems to capture usage data with sufficient detail to accurately determine and aggregate the usage to the appropriate jurisdiction, by ACNA
- Create/Modify call detail records for traffic segregation to the appropriate service and jurisdiction
- Record and accumulate usage data
- Analyze usage data
- Calculate the factors
- Report the factors
- Maintain sufficient records of the data resources utilized to determine jurisdictional factors to comply with audit verification requirements as specified in the BellSouth Tariffs and applicable contractual agreements.

6.0 Frequency of Reporting

Jurisdictional factors shall be updated on a quarterly basis during the months of January, April, July and October. These updates shall be received no later than 30

days after the first day in each of these months. These factors shall represent the actual use for the three previous ending on the last day of December, March, June and September respectively. These updates shall be provided in writing by letter or electronic mail and sent to the following address:

US Mail

BellSouth Telecommunications, Inc
2300 Northlake Centre Drive
Suite 415
Tucker, GA 30084

OR

Electronic Mail

piu.reports@bellsouth.com

An e-mail will be returned indicating receipt of reports submitted by electronic mail. The recommended format for updates is via the online form *RF-3995 Jurisdictional Factor Report* (see <http://www.interconnection.bellsouth.com/forms/index.html>, CLEC Forms Online or Interexchange Carrier Webforms).

In those instances where BellSouth has sufficient information to calculate jurisdictional factors for itself, BellSouth will notify the carrier, by letter or email, of the factors that will be used in billing, as well as the effective date. Unless otherwise notified, BellSouth will continue to update the specific identified factor(s) for subsequent quarters per the above schedule and the carrier will be exempt from further responsibility to report those specific factors.

In the event the customer does not provide a projected jurisdictional factor(s) and BellSouth does not have sufficient information to develop the jurisdictional factor(s) then BellSouth may utilize the most recent audit results if an audit has been performed, the jurisdictional factor(s) provided with the initial order for service or a default value.

7.0 Audits

7.1. Audit Request

If BellSouth disputes a PIU factor provided by a carrier and BellSouth does not have sufficient information to calculate a PIU, BellSouth may initiate negotiations with the carrier in order to reconcile the factor differences and attempt to determine the correct PIU factor.

If negotiations are attempted and are not successful in producing an agreed PIU factor, BellSouth has the option per its access tariffs to initiate an independent, third party audit of the carrier's PIU factors and the process utilized in the development of PIU factors.

Upon 30 days written notice, BellSouth may initiate an audit to ensure proper billing of traffic. The audit will be performed by:

- An independent auditor under contract to BellSouth
- A mutually acceptable independent auditor paid for by BellSouth
- Or an independent auditor selected and paid for by the carrier

Call detail records from which the PIU can be ascertained shall be retained for a minimum of 6 months. The call detail records will be made available for inspection at an agreed upon location during normal business hours. If requested data is not provided within 30 days of the notice, the carrier shall be in violation of the Tariff. BellSouth will not submit more than one audit request per calendar year.

7.2. Audit Compliance

The factor shall be adjusted based upon the audit results. The audited factor shall be applied to the usage for the quarter the audit was completed, the quarter prior to the audit, and the two quarters following the completion of the audit. If the audited factor has a variance of 20% or more from the factor reported factor, the carrier shall reimburse BellSouth for the cost of the audit if the audit was paid for by BellSouth.

Two quarters after the quarter in which the audit was completed, the carrier may report a revised factor. If the revised factor denotes a deviation of 5% or more from the audited factor and the carrier is not able to justify this deviation to BellSouth's satisfaction, BellSouth has the option of requesting another audit.

The carrier may contest the audit within 30 days from the date the audit report has been furnished to the carrier.

8.0 Ordering

As stated in 3.1 preceding, BellSouth jurisdictional shall be provided with the initial request for each service in each state and quarterly thereafter. Factors for the initial request shall be reported via *RF-3995 Jurisdictional Factor Report* which is located at <http://www.interconnection.bellsouth.com/forms/index.html>, CLEC Forms Online or Interexchange Carrier Webforms. Failure to provide the appropriate factors with the initial request may result in delay of service. In the event that service is provided and the appropriate factors have not been received, a default factor may be used.



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These factors are reported by service at a state level as required. Unique service requirements are identified later in this Guide. In general, the PIU factors are required for Access Services and Local Interconnection Services to apportion the billing between the state and interstate jurisdictions. Competitive Local Exchange Carriers (CLECs) are also required to report PLU and PLF factors in addition to PIU factors to further apportion their intrastate use of Local Interconnection services between the state and local jurisdiction. Failure to report values for PLU and/or PLF shall result in the default value of zero percent being applied for these factors. The local jurisdiction is considered a subset of the intrastate jurisdiction in the determination and application of the PLU and PLF factors. The following sections provide information concerning the determination of factors, the application of factors, reporting procedures and customer records requirements. This information is provided as an aide in reporting jurisdictional factors and shall be used as a supplement to BellSouth Tariffs and/or contractual agreements with BellSouth.

2.0 Jurisdictions

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origination and termination points of the communication. An ordinary voice communications telephone call that originates from a location that is in the same state

as the terminating number or called party shall be designated as an intrastate call and the minutes of use for that call shall be billed per the intrastate jurisdictional requirements. Conversely, a call that originates in a different state than the terminating location or called number shall be designated as interstate traffic. A call that originates and terminates within a local calling area as specified in the applicable contract or tariff is designated as local traffic.

The Jurisdiction of a call is determined solely by the location of the party initiating the call and the location of the called party. The origination and termination points are not necessarily determined based upon the carrier's network entry and exit points but rather on the origination and termination locations of the end users or the entities that are involved in the communications or information exchange. When multiple networks or carriers are involved, a particular carrier's transport of the service may be totally within a state boundary, however, the ultimate end points of the call or information exchange may be in different states. In this situation, the traffic shall be designated as interstate for all carriers even though a particular carrier's transport service begins and ends within a state boundary. In other words, jurisdiction of a call is determined solely by the locations of the originating and terminating parties and is not affected by the manner in which the call is routed through the telecommunications network.

The location of the origination or termination end points is determined based upon the location of the serving central offices. If a call terminates to an office that is associated with a LATA in an adjoining state (cross boundary) the call is considered to complete in the state where the central office is located.

3.0 Factors

3.1. General

BellSouth Jurisdictional factors are jurisdictional projections of the percentages of use of access and interconnection services for billing purposes. Factors shall be provided with the first request for each service in each state and are updated quarterly based upon the most recent three months of data. Factors for the initial request shall be reported via *RF-3995 Jurisdictional Factor Report* that is located at <http://www.interconnection.bellsouth.com/forms/index.html>, CLEC Forms Online or Interexchange Carrier Webforms. If factors are not updated then BellSouth will

assume that the percentages are the same as previously provided. If a valid quarterly report has never been received then BellSouth may utilize the factor(s) provided with the initial order for service, the most recent audit results if an audit has been performed or the default value for the particular factor. In cases where sufficient data is available then BellSouth will determine the factors to be utilized for billing.

3.2. PIU - Percent Interstate Usage

This factor is the percentage of use that is interstate. For services that are billed on a per minute of use (MOU) basis the PIU is based upon the traffic to and from the BellSouth Network. Further, depending upon the type of usage based service, the PIU may represent the percentage of both originating and terminating usage or may only represent the percentage of terminating usage that is jurisdictionally interstate. Any traffic that originates/terminates in the reporting carrier's network that ultimately originates/terminates to the BellSouth Network through another carrier's network shall be included in the reported PIU factor(s) by the intermediate carrier that accepts billing for the usage. This relationship is usually established per an agency authorization. In these situations, the carrier that accepts billing from BellSouth for the usage to and from BellSouth shall include such usage in their factor calculations that are reported to BellSouth. Any usage that transits a reporting carrier's network shall be included in the jurisdictional factor reporting by the billed carrier to the originating/terminating carrier regardless of the number of carriers involved in the transport of the traffic. It is incumbent upon the carrier that is billed for originating/terminating traffic to the BellSouth Network to report PIU factors to BellSouth that are representative of the actual jurisdiction of traffic delivered to BellSouth.

For services that are not billed on a usage sensitive basis (e.g. Switched Transport Local Channel, Interoffice Channels & Multiplexing Equipment) the total use of the service shall be considered in determining the PIU factors including originating and terminating usage to the BellSouth Network.

The PIU factor is calculated as follows where MOUs are billed minutes of use:

$$\frac{\text{Total Interstate MOUs}}{\text{Total Usage MOUs}}$$

Total Usage includes interstate, intrastate and local usage. This percentage is calculated on a statewide basis. Both Interexchange Carriers and Facility Based Competitive Local Exchange Carriers (CLECs) are required to report PIU factors per their Access Carrier Name Abbreviation (ACNA).

3.3. PLU – Percent Local Usage

This factor is the percentage of intrastate terminating usage that is categorized as Local Jurisdiction. For purposes of this guide the total intrastate usage includes intrastate local usage and intrastate non-local usage. The local jurisdiction is applicable to Competitive Local Exchange Carriers (CLECs) that are terminating local traffic from their network to the BellSouth network. CLECs that totally utilize resale or unbundled network elements to provision local services are not required to report PLU factors. Interexchange Carriers that do not terminate local traffic as a CLEC are not required to report PLU factors. Terminating party pays usage shall be excluded from the PLU calculations (same as TPIU, Section 4.3). The local jurisdiction is normally defined per Local Interconnection contractual agreements and is calculated as follows where MOUs are billed minutes of use:

$$\frac{\text{Total Local Terminating MOUs}}{\text{Total Intrastate Terminating MOUs}}$$

The total intrastate terminating minutes can be determined by multiplying the total terminating minutes by (1- TPIU). Therefore the PLU may also be calculated as follows:

$$\frac{\text{Total Local Terminating MOUs}}{(\text{Total Terminating MOUs}) \times (1-\text{TPIU})}$$

This factor is calculated on a statewide basis by Access Carrier Name Abbreviation (ACNA).

3.4. PLF – Percent Local Facility

The PLF is the percentage of the intrastate use of Switched Dedicated Transport and/or Local Interconnection Transport that is jurisdictionally local. This factor is similar to PLU except that it applies to dedicated transport services that are billed on a non-usage sensitive basis. Reporting of this factor is required by Facility Based CLECs utilizing BellSouth Local Interconnection transport services. Factors for the initial request shall be reported via *RF-3995 Jurisdictional Factor Report* (see <http://www.interconnection.bellsouth.com/forms/index.html>, CLEC Forms Online or Interexchange Carrier Webforms). In addition, IXC's that also function as a CLEC and utilize Switched Dedicated Transport and/or Local

Interconnection transport to interconnect with the BellSouth Network for the exchange of local traffic are required to report a PLF. As with PIU factors for non-usage sensitive billed services, the total use of these services are considered in determining the factor (i.e. all originating and terminating usage). The PLF represents the percentage of use of all the Switched Dedicated Transport and Local Interconnection Transport provisioned by BellSouth that is jurisdictionally local as defined per contract or tariff. The PLF for these services is based upon the usage that is transported by these services as follows:

$$\frac{\text{Total Local MOUs}}{\text{Total Intrastate MOUs}}$$

The total intrastate minutes can be determined by multiplying the total minutes by (1- PIUE) where PIUE is the factor applicable to Switched Dedicated Transports and Local Interconnection Transport. Therefore the PLF may also be calculated as follows:

$$\frac{\text{Total Local Minutes}}{(\text{Total Minutes}) \times (1-\text{PIUE})}$$

This factor may is calculated on a statewide basis and reported per Access Carrier Name Abbreviation (ACNA).

4.0 Service Reporting Requirements

Jurisdictional factors shall be developed and reported for particular services as specified in the BellSouth Tariffs and as specified in applicable contracts that are provisioned for a carrier. Factor reporting requirements for these services are discussed in the following subsections.

4.1. BellSouth Switched Access (SWA) Feature Group A (FGA) PIU (PIUA)

Usage based rate elements are billed for FGA in both the originating and terminating directions. This usage shall be apportioned to the intrastate and interstate jurisdictions. A single PIU factor shall be reported at the state level to apportion all the applicable usage (both originating, terminating and transit) between the state and interstate jurisdictions. All usage received from or delivered to the BellSouth network and through the BellSouth Network to

connecting local exchange carriers shall be considered in the determination of the PIU for FGA.

4.2. BellSouth SWA FGB PIU (PIUB)

Usage based rate elements are billed for FGB in both the originating and terminating directions. This usage shall be apportioned to the state and interstate jurisdictions. A single PIU factor shall be reported at the state level to apportion all the applicable usage (both originating and terminating) based elements between the intrastate and interstate jurisdictions.

4.3. BellSouth SWA FGD & Local Terminating PIU (TPIU)

Usage based rate elements are billed for FGD in both the originating and terminating directions. BellSouth is able to determine the jurisdiction of originating FGD traffic per the billing records generated with each call. Therefore a factor to apportion usage for originating FGD traffic is not required from the reporting carrier. Originating traffic consists of calls where the location of the calling number is served from a BellSouth end office that is connecting to a carrier for completion to the called number location. The terminating usage shall be apportioned to the state and interstate jurisdictions per a TPIU factor. A single TPIU factor for terminating FGD traffic shall be reported at the state level to apportion the applicable usage based elements between the intrastate and interstate jurisdictions. Terminating party pays usage (e.g. 800 terminating traffic) shall be excluded from the TPIU calculations.

Local traffic shall also be included when determining the TPIU. If the reporting carrier functions as an Interexchange and Local carrier then all of the terminating usage sent to BellSouth will be apportioned between the state and interstate jurisdictions per a single TPIU. This factor shall be reported at the state level per Access Carrier Name Abbreviation (ACNA). A TPIU shall be reported by CLECs even if it does not terminate any interstate traffic to the BellSouth network. In this situation, the CLEC should report a TPIU equal to zero (0.00) to indicate that all of its traffic is Intrastate and Local.

4.4. BellSouth Local Interconnection PLU

The percent of usage to be billed per the Local Interconnection contracts is determined by the PLU factor. This factor shall be developed in conjunction with the TPIU factor discussed in the previous subsection. After the TPIU is

determined then the percentage of the intrastate usage that is local shall be determined. By definition, the percentage of intrastate traffic of the total terminating traffic is equal to $1 - \text{TPIU}$. The total terminating traffic to be considered is discussed in the TPIU subsection. The PLU represents the percentage of intrastate terminating usage that is jurisdictionally local. This factor is reported at the state level by ACNA.

4.5. BellSouth SWA 500 PIU (ZP15)

The SWA 500 PIU factor will be applied to the carrier's originating 500 service MOUS and to the calls to apportion the usage and calls between state and interstate jurisdiction. This factor represents the percentage of originating 500 minutes and calls that are interstate jurisdiction.

4.6. BellSouth SWA 700 Access Service (ZP17)

The SWA 700 PIU factor will be applied to the carrier's originating 700 service MOUS to apportion the usage between state and interstate jurisdiction. This factor represents the percentage of originating 700 minutes that are interstate jurisdiction.

4.7. BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening (ZP18)

The SWA 8XX PIU factor will be applied to the carrier's originating 8XX service MOUS and queries to apportion the usage and queries between the intrastate and interstate jurisdiction. This factor represents the percentage of originating 8XX minutes and queries that are interstate jurisdiction.

4.8. BellSouth SWA 900 Service (ZP19)

The SWA 900 PIU factor will be applied to the carrier's originating 900 service MOUS to apportion the usage between the intrastate and interstate jurisdiction. This factor represents the percentage of originating 900 minutes that are interstate jurisdiction.

4.9. BellSouth SWA Transport PIUE

BellSouth SWA Transport PIUE is applicable to the following SWA Transport Services:

SWA Local Channel
SWA Dedicated Interoffice Channels
SWA Channelization Equipment
Local Interconnection Dedicated Transport
Dedicated End Office Trunk Port Service
Dedicated Tandem End Office Trunk Port Service
SWA Expanded Interconnection Cross-Connects

The PIUE may also be applied to other flat rated charges not specifically covered by other PIU categories.

The utilization of these transport services is considered in combination to determine the PIUE factors. The PIUE will be applied to the recurring billing elements for these services to apportion billing between the intrastate and interstate jurisdictions. The total jurisdictional use of these services shall be considered when determining PIUE factors including all originating and terminating usage. The PIUE represents the percentage that these services are utilized for interstate jurisdiction applications.

4.10. BellSouth Local Interconnection Transport PLF

This factor is utilized to apportion the use of SWA Local Channel, SWA Dedicated Interoffice Channels, SWA Channelization Equipment, Local Interconnection Dedicated Transport, Tandem/End Office Ports and various other flat rated services to the Local Jurisdiction for billing purposes (per tariff and contractual agreements). This factor is developed in conjunction with the PIUE. The PLF represents the percentage of the Intrastate use of these services that is jurisdictionally Local whereby the Intrastate percentage is defined as 1-PIUE. The total jurisdictional use of these services shall be considered when determining PLF and should include originating and terminating traffic. This factor is reported at the state level by ACNA.

4.11.a. BellSouth CCS7 Access Arrangement SPIU

If a carrier has access to CCS7 Signaling Services monitoring software, then that carrier may use this software to identify the appropriate jurisdictional factors (SPIU/SPLU) on its signaling with BellSouth and report these factors in the same format detailed herein.

If, however, a carrier does not have access to CCS7 Signaling Services monitoring software, then as APIU for CCS7 Signaling Services shall be developed and reported based upon the associated billed minutes of use for SWA

Usage- based services. The billed minutes that are jurisdictionally *interstate* as a percentage of the total billed minutes shall be reported as the CCS7 Access SPIU.

4.11.a. BellSouth CCS7 Access Arrangement SPLU

If a carrier has access to CCS7 Signaling Services monitoring software, then that carrier may use this software to identify the appropriate jurisdictional factors (SPIU/SPLU) on its signaling with BellSouth and report these factors in the same format detailed herein.

If, however, a carrier does not have access to CCS7 Signaling Services monitoring software, then an SPLU for CCS7 Signaling Services shall be developed and reported based upon the associated billed minutes of use for SWA Usage based services and Local Interconnection services. The billed minutes that are jurisdictionally *local* as a percentage of the total *intrastate* billed minutes shall be reported as the CCS7 Access SPLU. Where the customer is a "Third Party Provider" of CCS7 Access services then the SPLU will be developed based upon a weighted average of all of that provider's "Third Party Customer's" end user traffic.

4.11.c. BellSouth CCS7 Access Arrangement: Special Note

In determining a factor for intrastate, *non-local traffic*, consider the following example:

Based on evaluating SWA usage-based services and local interconnection services, a BellSouth carrier customer has determined that its signaling traffic merits an SPIU of 80 and an SPLU of 60. As such, the following will then be true:

80% of the carrier's signaling messages will be billed as *interstate*.
Of the remaining 20%, 60% of the 20% ($.60 \times .20 = .12$), 12% will be billed as *local*.

And, the final 8% will be billed as *intrastate, non-local*.

5. BellSouth Line Information Data Base Service LIDB

There are two factors reported for LIDB service, a PIU factor and a PCLU (Percent CLEC LIDB Usage). These factors are utilized to apportion the queries

to the LIDB Data Base between the interstate, intrastate and local jurisdiction. First, the total number of queries in the study period is determined and then the PCLU shall be calculated. The PCLU represents the percentage of LIDB queries that are jurisdictionally Local as a percentage of the total number of queries. The basic formula for the PCLU calculation is as follows:

$$\frac{\text{Number of Local Queries}}{\text{Total Number of Queries}}$$

After the PCLU is determined, the LIDB PIU shall be determined. The LIDB PIU represents the percentage of queries that are jurisdictionally interstate of the total number of queries minus the number of queries that are jurisdictionally local. The formula for the LIDB PIU is as follows:

$$\frac{\text{Number of Interstate Queries}}{(\text{Total Number of Queries}) - (\text{Number of Local Queries})}$$

5.0 Report Process

The following summarizes the major steps to develop and report jurisdictional factors:

- Install/modify systems to capture usage data with sufficient detail to accurately determine and aggregate the usage to the appropriate jurisdiction, by ACNA
- Create/Modify call detail records for traffic segregation to the appropriate service and jurisdiction
- Record and accumulate usage data
- Analyze usage data
- Calculate the factors
- Report the factors
- Maintain sufficient records of the data resources utilized to determine jurisdictional factors to comply with audit verification requirements as specified in the BellSouth Tariffs and applicable contractual agreements.

6.0 Frequency of Reporting

Jurisdictional factors shall be updated on a quarterly basis during the months of January, April, July and October. These updates shall be received no later than 30

days after the first day in each of these months. These factors shall represent the actual use for the three previous ending on the last day of December, March, June and September respectively. These updates shall be provided in writing by letter or electronic mail and sent to the following address:

US Mail

BellSouth Telecommunications, Inc
2300 Northlake Centre Drive
Suite 415
Tucker, GA 30084

OR

Electronic Mail

piu.reports@bellsouth.com

An e-mail will be returned indicating receipt of reports submitted by electronic mail. The recommended format for updates is via the online form *RF-3995 Jurisdictional Factor Report* (see <http://www.interconnection.bellsouth.com/forms/index.html>, CLEC Forms Online or Interexchange Carrier Webforms).

In those instances where BellSouth has sufficient information to calculate jurisdictional factors for itself, BellSouth will notify the carrier, by letter or email, of the factors that will be used in billing, as well as the effective date. Unless otherwise notified, BellSouth will continue to update the specific identified factor(s) for subsequent quarters per the above schedule and the carrier will be exempt from further responsibility to report those specific factors.

In the event the customer does not provide a projected jurisdictional factor(s) and BellSouth does not have sufficient information to develop the jurisdictional factor(s) then BellSouth may utilize the most recent audit results if an audit has been performed, the jurisdictional factor(s) provided with the initial order for service or a default value.

7.0 Audits

7.1. Audit Request

If BellSouth disputes a PIU factor provided by a carrier and BellSouth does not have sufficient information to calculate a PIU, BellSouth may initiate negotiations with the carrier in order to reconcile the factor differences and attempt to determine the correct PIU factor.

If negotiations are attempted and are not successful in producing an agreed PIU factor, BellSouth has the option per its access tariffs to initiate an independent, third party audit of the carrier's PIU factors and the process utilized in the development of PIU factors.

Upon 30 days written notice, BellSouth may initiate an audit to ensure proper billing of traffic. The audit will be performed by:

- An independent auditor under contract to BellSouth
- A mutually acceptable independent auditor paid for by BellSouth
- Or an independent auditor selected and paid for by the carrier

Call detail records from which the PIU can be ascertained shall be retained for a minimum of 6 months. The call detail records will be made available for inspection at an agreed upon location during normal business hours. If requested data is not provided within 30 days of the notice, the carrier shall be in violation of the Tariff. BellSouth will not submit more than one audit request per calendar year.

7.2. Audit Compliance

The factor shall be adjusted based upon the audit results. The audited factor shall be applied to the usage for the quarter the audit was completed, the quarter prior to the audit, and the two quarters following the completion of the audit. If the audited factor has a variance of 20% or more from the factor reported factor, the carrier shall reimburse BellSouth for the cost of the audit if the audit was paid for by BellSouth.

Two quarters after the quarter in which the audit was completed, the carrier may report a revised factor. If the revised factor denotes a deviation of 5% or more from the audited factor and the carrier is not able to justify this deviation to BellSouth's satisfaction, BellSouth has the option of requesting another audit.

The carrier may contest the audit within 30 days from the date the audit report has been furnished to the carrier.

8.0 Ordering

As stated in 3.1 preceding, BellSouth jurisdictional shall be provided with the initial request for each service in each state and quarterly thereafter. Factors for the initial request shall be reported via *RF-3995 Jurisdictional Factor Report* which is located at <http://www.interconnection.bellsouth.com/forms/index.html>, CLEC Forms Online or Interexchange Carrier Webforms. Failure to provide the appropriate factors with the initial request may result in delay of service. In the event that service is provided and the appropriate factors have not been received, a default factor may be used.

ISSUE: What terms should govern BellSouth's obligation to provide access to OSS?

REQUEST: Provide all documents identified in response to Interrogatory 2-41-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the terms under which BellSouth grants OSS access to CLECs.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. Moreover, the request is irrelevant because there is no issue in this proceeding regarding "the terms under which BellSouth grants OSS access to CLECs."

Subject to and without waiving the foregoing objections, see BellSouth's response to the Joint Petitioners' First Set of Interrogatories, Item No. 2-41-1.

ISSUE: What terms should govern BellSouth's obligation to provide access to OSS?

REQUEST: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 2-41-2 regarding any and all OSS-related obligations contained in FCC and Commission rules and orders that are not included in BellSouth's proposed language for Attachment 6 of the Agreement.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. Additionally, BellSouth objects to this request on the grounds that it is vague and ambiguous as the phrase "FCC and Commission rules" is not defined. Without knowing what rules Joint Petitioners are referring to, BellSouth cannot provide a response.

Subject to and without waiving the foregoing objections, BellSouth states there are no such documents.

- ISSUE: What terms should govern BellSouth's obligation to provide access to OSS?
- REQUEST: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 2-41-3 regarding every type of information about a loop that BellSouth can obtain for itself.
- RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. Moreover, the requested information is irrelevant because the information that BellSouth obtains regarding loops is not relevant to any issue in this proceeding. Finally, BellSouth objects to the extent responding to this request requires the disclosure of confidential and proprietary information.

- ISSUE: Should CLEC be permitted to connect to BellSouth's switch via a Cross Connect or any other technically feasible means of interconnection?
- REQUEST: Provide all documents identified in response to Interrogatory 3-1-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the facilities by which CLECs may connect to BellSouth's switch from a point within the same serving wire center.
- RESPONSE: BellSouth objects on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, see Attachment 4 of BellSouth's standard interconnection agreement at http://www.interconnection.bellsouth.com/become_a_clec/docs/ics_agreement.pdf

ISSUE: What is the definition of a global outage?

REQUEST: Provide all documents identified in response to Interrogatory 3-2(A)-1, including documents in which BellSouth defines, discusses, or agrees to the definition of, the term "global outage."

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, see Appendix C of the Operational Understanding at http://www.interconnection.bellsouth.com/become_a_clec/docs/ics_agreement.pdf

ISSUE: Should BellSouth be required to provide upon request, for any trunk group outage that has occurred 3 or more times in a 60-day period, a written root cause analysis report?

REQUEST: Provide all documents identified in response to Interrogatory 3-2(B)-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth is obligated to provide a written root cause analysis report for a trunk group outage.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, see Section M&R-4 and M&R-7 of the Service Quality Measurement Plan, located at <http://pmap.bellsouth.com/default.aspx>, also see Appendix D of the CLEC "Customer Guide" located at http://www.interconnection.bellsouth.com/guides/other_guides/html/gopue/indexf.htm

- ISSUE: Should BellSouth be required to provide upon request, for any trunk group outage that has occurred 3 or more times in a 60-day period, a written root cause analysis report?
- REQUEST: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 3-2(B)-3 regarding the circumstances under which BellSouth will conduct and prepare for itself, a root cause analysis for trunk group outages.
- RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence because information regarding services that BellSouth provided for itself. Additionally, the language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

ISSUE: What target interval should apply for the delivery of such reports?

REQUEST: Provide all documents identified in response to Interrogatory 3-2(C)(1)-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the interval within which BellSouth provides or will provide or will provide a written root cause analysis report in the event of a trunk group outage.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence because information regarding services that BellSouth provided for itself. Additionally, the language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, see Section 1.4, Installation & Maintenance of BellSouth's Guide to Interconnection at http://interconnection.bellsouth.com/guides/leo/html/gctic001/c1_4.htm

- ISSUE: What target interval should apply for reports related to global outages?
- REQUEST: Provide all documents identified in response to Interrogatory 3-2(C)(2)-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the interval within which BellSouth provides or will provide a written root cause analysis report in the event of a global outage.
- RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence because information regarding services that BellSouth provided for itself. Additionally, the language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, see Section 1.4, Installation & Maintenance of BellSouth's Guide to Interconnection at http://interconnection.bellsouth.com/guides/leo/html/gctic001/c1_4.htm

- ISSUE: What provisions should apply regarding failure to provide accurate and detailed usage data necessary for the billing and collection of access revenues?
- REQUEST: Provide all documents identified in response to Interrogatory 3-3-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding a failure by BellSouth or a contracting CLEC to provide accurate and detailed usage data necessary for the billing and collection of access revenues within a specific timeframe.
- RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth has no documents responsive to this request.

- ISSUE: Under what terms should CLEC be obligated to reimburse BellSouth for amounts BellSouth pays to third party carriers that terminate BellSouth transited/CLEC originated traffic?
- REQUEST: Provide all documents identified in response to Interrogatory 3-4-1, including documents in which BellSouth discusses, explains, adopts, agrees or refers to a policy regarding whether BellSouth is obligated to pay third parties to terminate the CLEC's originated traffic.
- RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, see BellSouth's response to the Joint Petitioners' First Set of Interrogatories, Item No. 3-4-1.

- ISSUE: While a dispute over jurisdictional factors is pending, what factors should apply in the interim?
- REQUEST: Provide all documents identified in response to Interrogatory 3-5-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the jurisdictional factors that it develops for application in lieu of jurisdictional factors reported by the originating party.
- RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth's Jurisdictional Factors Reporting Guide is available at <http://www.interconnection.bellsouth.com/guides/ixc/pdf/factgu.pdf>

- ISSUE: Should BellSouth be able to charge the CLEC a Tandem Intermediary Charge for the transport and termination of Local Transit Traffic and ISP-Bound Transit Traffic?
- REQUEST: Provide all documents identified in response to Interrogatory 3-6-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth will charge a CLEC a Tandem Intermediary Charge ("TIC") for the transport and termination of Local Transit Traffic and ISP-Bound Transit Traffic.
- RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, the standard Interconnection Agreement, contains language which related to BellSouth's policy regarding applying the TIC charge. This charge is set forth in the Attachment 3 rate sheets. The standard Interconnection Agreement is available at the following URL link:
http://www.interconnection.bellsouth.com/become_a_clec/docs/ics_agreement.pdf

Also see BellSouth's responses to the Joint Petitioners' First Set of Interrogatories, Item No. 3-6-1.

- ISSUE: Should BellSouth be able to charge the CLEC a Tandem Intermediary Charge for the transport and termination of Local Transit Traffic and ISP-Bound Transit Traffic?
- REQUEST: Provide all documents identified in response to Interrogatory 3-6-2, including documents in which BellSouth discusses, explains, adopts or refers to the manner in which BellSouth sets, establishes or determines the Tandem Intermediary Charge ("TIC") for the transport and termination of Local Transit Traffic and ISP-Bound Transit Traffic.
- RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth, upon information and belief, has no responsive documents. Also see BellSouth's responses to the Joint Petitioners' First Set of Interrogatories, Item No. 3-6-2.

- ISSUE: Should BellSouth be able to charge the CLEC a Tandem Intermediary Charge for the transport and termination of Local Transit Traffic and ISP-Bound Transit Traffic?
- REQUEST: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 3-6-3 regarding each distinct TIC rate charged by BellSouth to interconnecting carriers?
- RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. Finally, BellSouth objects to this request to the extent it requires the disclosure of confidential and proprietary cost information. BellSouth also objects to the extent providing a response to this interrogatory imposes an obligation on BellSouth that does not exist under the law.

Subject to and without waiving the foregoing objections, see BellSouth's response to the Joint Petitioners' First Set of Interrogatories, Item No. 3-6-1. Additionally, rate sheets can be obtained from the following website: This information can be found at http://cpr.bellsouth.com/clec/docs/all_states/index7.htm.

- ISSUE: Should BellSouth be able to charge the CLEC a Tandem Intermediary Charge for the transport and termination of Local Transit Traffic and ISP-Bound Transit Traffic?
- REQUEST: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 3-6-4 regarding the TIC rate BellSouth seeks include in the Agreement, and identify and state the amount and origin of all costs that the TIC rate is designed to recover?
- RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth also objects to the extent providing a response imposes an obligation on BellSouth that does not exist under the law. Additionally, BellSouth objects to this request on the grounds that the TIC rate is a market-based rate thus is irrelevant to the issues in this docket.

Subject to and without waiving the foregoing objections, BellSouth has no responsive documents. Also see BellSouth's response to the Joint Petitioners' First Set of Interrogatories, Item No. 3-6-4.

- ISSUE:** Should BellSouth be able to charge the CLEC a Tandem Intermediary Charge for the transport and termination of Local Transit Traffic and ISP-Bound Transit Traffic?
- REQUEST:** Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 3-6-5 regarding the percentage of the proposed TIC rate that BellSouth seeks include in the Agreement, that is attributable to unduplicated cost recovery and that which represents profit.
- RESPONSE:** BellSouth objects to this request on the grounds that it is vague, ambiguous, and unintelligible. Without clarification, BellSouth is unable to provide a response. Regarding the request to produce cost information, BellSouth further objects on the grounds that it requires the disclosure of confidential and proprietary cost information and to the extent that providing a response imposes an obligation on BellSouth that does not exist under the law. Additionally, BellSouth objects to this request on the grounds that the TIC rate is a market-based rate thus is irrelevant to the issues in this docket.

- ISSUE: Should CLEC be entitled to symmetrical reciprocal compensation for the transport and termination of Local Traffic at the tandem interconnection rate?
- REQUEST: Provide all documents identified in response to Interrogatory 3-7-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether a CLEC may receive symmetrical reciprocal compensation for the transport and termination of Local Traffic at the tandem interconnection rate.
- RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, information relating to this issue may be found in CLEC specific interconnection agreements which are publicly available at http://cpr.bellsouth.com/clec/docs/all_states/index7.htm. BellSouth has no additional documents responsive to this request.

- ISSUE: Should CLEC be entitled to symmetrical reciprocal compensation for the transport and termination of Local Traffic at the tandem interconnection rate?
- REQUEST: Provide all documents identified in response to Interrogatory 3-7-2, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the information that a CLEC must provide in order to receive symmetrical reciprocal compensation for the transport and termination of Local Traffic at the tandem interconnection rate.
- RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, information relating to this issue may be found in CLEC specific interconnection agreements which are publicly available at http://cpr.bellsouth.com/clec/docs/all_states/index7.htm. BellSouth has no additional documents responsive to this request.

- ISSUE: Should BellSouth be able to charge the CLEC a Tandem Intermediary Charge for the transport and termination of Local Transit Traffic and ISP-Bound Transit Traffic?
- REQUEST: Provide all documents identified in response to Interrogatory 3-7-3, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the sufficiency of the information that a CLEC provides in order to receive symmetrical reciprocal compensation for the transport and termination of Local Traffic at the tandem interconnection rate or satisfaction of the requirement of geographic comparability.
- RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, information relating to this issue may be found in CLEC specific interconnection agreements which are publicly available at http://cpr.bellsouth.com/clec/docs/all_states/index7.htm. BellSouth has no additional documents responsive to this request.

ISSUE: Should BellSouth be required to provide CLEC with OCn level interconnection at TELRIC-compliant rates?

REQUEST: Provide all documents identified in response to Interrogatory 3-10(A)-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether it is technically feasible for a CLEC to obtain OCn-level interconnection with BellSouth or another carrier.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth has no responsive documents. Also see BellSouth's response to the Joint Petitioners' First Set of Interrogatories, Item No. 3-10(A)-1.

ISSUE: What should those rates be?

REQUEST: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 3-10(B)-1, identifying and stating the amount of all costs that BellSouth incurs in order to permit OC-level interconnection with a CLEC. Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. Finally, BellSouth objects to this request to the extent it requires the disclosure of confidential and proprietary cost information. BellSouth also objects to the extent providing a response to this interrogatory imposes an obligation on BellSouth that does not exist under the law.

Subject to and without waiving the foregoing objections, see BellSouth's response to the Joint Petitioners' First Set of Interrogatories, Item No. 3-10(B)-1.

ISSUE: What rate should apply for interconnection trunks and facilities in the event that a rate is not set forth in Exhibit A?

REQUEST: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 3-12-1 requesting you to identify any and all interconnection trunks and facilities for which a rate is not provided in Exhibit A of the Attachment 3, and state the specific rates and charges BellSouth proposes to apply to such interconnection trunks and facilities.

RESPONSE: See Section E6 of the state tariff and Section 6 of the FCC tariff No. 1 which are available at <http://www.bellsouth.com/tariffs/>. Also see BellSouth's responses to the Joint Petitioners' First Set of Interrogatories, Item No. 3-12-1.

ISSUE: Should the cost of two-way interconnection trunks facilities used for both parties' traffic be split proportionally based on the percentage of traffic originated by each Party or in half?

REQUEST: Provide all documents identified in response to Interrogatory 3-13-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding how the costs of two-way interconnection trunks and facilities used for the traffic of both BellSouth and a CLEC should be or are apportioned.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. Finally, BellSouth objects to this request to the extent it requires the disclosure of confidential and proprietary cost information. BellSouth also objects to the extent providing a response to this interrogatory imposes an obligation on BellSouth that does not exist under the law.

Subject to and without waiving the foregoing objections, see BellSouth's Standard Interconnection Agreement which is publicly available at [http://www.interconnection.bellsouth.com/become_a_clec/docs/ics_agreement.p
df](http://www.interconnection.bellsouth.com/become_a_clec/docs/ics_agreement.pdf)

ISSUE: Should the cost of two-way interconnection trunks facilities used for both parties' traffic be split proportionally based on the percentage of traffic originated by each Party or in half?

REQUEST: Provide all documents identified in response to Interrogatory 3-13-2, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether it is technically feasible to apportion the costs of two-way interconnection trunks and facilities used for the traffic of both BellSouth and a CLEC.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth has no documents responsive to this request.

ISSUE: What definition of "Cross Connect" should be included in the Agreement?

REQUEST: Provide all documents identified in response to Interrogatory 4-1-1, including documents in which BellSouth defines, discusses, or agrees to the definition of, the term "Cross Connect."

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, see BellSouth's Attachment 4 of BellSouth's standard interconnection agreement at http://www.interconnection.bellsouth.com/become_a_clec/docs/ics_agreement.pdf, and the Direct Testimonies of John A. Ruscilli, in North Carolina Utilities Commission, Docket No. P-100, Sub 133q, and W. Keith Milner, in Alabama Docket No. 25835, which are attached.

BellSouth Telecommunications, Inc.
Alabama Public Service Commission
Docket No. 29242
Joint Petitioners' 1st Request for Production
April 6, 2003
Item No. 4-1-1
Attachment 1

**ATTACHMENT TO REQUEST FOR PRODUCTION,
ITEM NO. 4-1-1**

1 BELLSOUTH TELECOMMUNICATIONS, INC.
2 DIRECT TESTIMONY OF JOHN A. RUSCILLI
3 BEFORE THE NORTH CAROLINA UTILITIES COMMISSION
4 DOCKET NO. P-100, SUB 133Q
5 JANUARY 9, 2004

6
7 Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH BELLSOUTH
8 TELECOMMUNICATIONS, INC. ("BELLSOUTH") AND YOUR
9 BUSINESS ADDRESS.

10
11 A. My name is John A. Ruscilli. I am employed by BellSouth as Senior Director
12 – Policy Implementation and Regulatory Compliance for the nine-state
13 BellSouth region. My business address is 675 West Peachtree Street, Atlanta,
14 Georgia 30375.

15
16 Q. PLEASE PROVIDE A BRIEF DESCRIPTION OF YOUR BACKGROUND
17 AND EXPERIENCE.

18
19 A. I attended the University of Alabama in Birmingham where I earned a
20 Bachelor of Science Degree in 1979, and a Master of Business Administration
21 in 1982. After graduation I began employment with South Central Bell as an
22 Account Executive in Marketing, transferring to AT&T in 1983. I joined
23 Southern Bell in late 1984 as an analyst in Market Research, and in late 1985,
24 moved into the Pricing and Economics organization with various
25 responsibilities for business case analysis, tariffing, demand analysis and price

1 regulation. In July 1997, I became Director of Regulatory and Legislative
2 Affairs for BellSouth Long Distance, Inc., with responsibilities that included
3 obtaining the necessary certificates of public convenience and necessity,
4 testifying, Federal Communications Commission ("FCC") and state regulatory
5 support, federal, and state compliance reporting and tariffing for all 50 states
6 and the FCC. I assumed my current position in July 2000.

7
8 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

9
10 A. The purpose of my testimony is to provide an overview of BellSouth's position
11 on the issues that the North Carolina Utilities Commission ("Commission")
12 will address in determining the geographic markets in North Carolina where
13 competing local providers ("CLPs") are not "impaired" without unbundled
14 local switching – a finding that I will refer to as "impairment" in this
15 testimony. I begin by outlining the delegation that the FCC has made to the
16 state commissions. After discussing what the FCC has directed the state
17 commissions to do, I introduce BellSouth's witnesses. These witnesses will
18 explain in detail the evidence that addresses the issues that the FCC has asked
19 the state commissions to examine, including demonstrating that CLPs are not
20 impaired within the meaning of the Federal Telecommunications Act of 1996
21 (the "Act") in specific geographic areas in North Carolina. I provide
22 information regarding certain interpretive decisions that BellSouth has made
23 with respect to the FCC's Triennial Review Order,¹ such as using the FCC's

¹ *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, et al.*, CC Docket No. 01-338, et al., *Report and*

1 default demarcation point for differentiating between “mass market” customers
2 and “enterprise” customers. I also discuss the appropriate rate for batch hot
3 cuts and address the availability of collocation in BellSouth’s central offices.
4 Finally, I address BellSouth’s provisioning of co-carrier cross connects and
5 show that these operational factors do not cause CLPs to be impaired.
6

7 Q. WHAT HAS THE FCC CHARGED THIS COMMISSION WITH DOING IN
8 THIS PROCEEDING?
9

10 A. On August 21, 2003, the FCC issued its long-awaited written order in its
11 triennial review of unbundled network elements (“UNEs”). In its written
12 order, which I will refer to as the “TRO,” the FCC determined that “[a]lthough
13 we find competitors to be impaired without access to the incumbent LEC’s
14 switch on a national level when serving the mass market, we authorize state
15 commissions to play a fact-finding role – as set forth below – to identify where
16 competing carriers are not impaired without access to unbundled local circuit
17 switching.” (TRO ¶ 493). As a result of the TRO, the Commission established
18 this proceeding to identify the geographic markets in North Carolina where
19 CLPs are not impaired in their ability to serve mass market customers without
20 the availability of circuit switching as an unbundled network element. In
21 defining these markets, state commissions must “evaluate impairment by
22 determining the relevant geographic area to include in each market.” (C.F.R. §

Order and Order on Remand and Further Notice of Proposed Rulemaking, FCC 03-36,
released August 21, 2003.

1 51.319(d)(2)(i)). My testimony uses the terms “geographic market area”,
2 “geographic area”, and “geographic market” interchangeably.

3
4 In making its determination of whether CLPs are impaired in a given
5 geographic area, the FCC has required state commissions to make several
6 interrelated decisions. A state commission must first define the appropriate
7 geographic market to which it will apply the impairment analysis outlined in
8 the *TRO*. Next, state commissions must determine the definition for the class
9 of customers that the FCC identified as “mass market”. In the *TRO*, the FCC
10 divides customers into two classes, “mass market” customers and “enterprise”
11 customers. (See *TRO* ¶ 419). The FCC created a presumption that CLPs
12 serving “enterprise” customers are not impaired even if the CLPs lack access
13 to unbundled switching. Conversely, CLPs serving “mass market” customers
14 are presumed to be impaired, unless a state commission determines otherwise.
15 However, the FCC did not specify which customers comprise the “mass
16 market” and directed state commissions to make that determination.

17
18 Once appropriate definitions of the relevant geographic areas and “mass
19 market” customers are determined, the FCC requires state commissions to
20 apply two “triggers” tests to see whether CLPs are impaired with respect to
21 serving mass market customers in each defined geographic market. Both of
22 the triggers tests are straightforward. If there are three CLPs with self-
23 provisioned switches serving mass market customers in a given geographic
24 market, the state commissions are required to find that CLPs are not impaired
25 in that geographic market. Alternatively, if there are two CLPs providing

1 wholesale switching services to other CLPs who are providing retail service to
2 mass market customers in a geographic market, the state commissions are
3 required to find that CLPs are not impaired in that geographic area. To
4 summarize, if either of these bright line tests is met in a given geographic
5 market, the switching inquiry is complete in that area and a finding of “no
6 impairment” is mandatory.

7
8 If neither of these “triggers” is met in a given geographic area, the FCC
9 requires that state commissions determine whether there is sufficient *potential*
10 for competitive deployment in any of these areas to warrant a finding of “no
11 impairment.” The “potential deployment” test is independent of the triggers
12 tests and requires the state commissions to consider the economics of an
13 efficient CLP looking to provide service in a geographic market.

14
15 Finally, the FCC delegated to the state commissions the separate task of
16 determining for which geographic markets a “batch hot cut process” is needed
17 and approving such a batch process.

18
19 Q. PLEASE PROVIDE AN OVERVIEW OF BELL SOUTH’S TESTIMONY IN
20 THIS PROCEEDING.

21
22 A. Consistent with the charge given to the state commissions by the FCC, I divide
23 BellSouth’s testimony into five major areas.

1 First, certain words and phases used in the *TRO* must be defined, and the
2 geographic market areas for evaluating the FCC's triggers must be established.
3 This portion of the testimony is entitled Market Definition. Second, the
4 geographic areas in which the FCC's "triggers" are met and no impairment is
5 found are identified. This portion of the testimony is entitled Local Switching
6 Triggers. Third, where the FCC's triggers are not met, the issue of "potential
7 deployment" is addressed, and accordingly is entitled Potential for Self-
8 Provisioning of Local Switching. Fourth, the testimony addresses BellSouth's
9 hot cut process, entitled Batch Hot Cut Process. Finally, I end my testimony
10 with a brief discussion of the availability of collocation space in BellSouth's
11 central offices and access to co-carrier cross connects by CLPs entitled
12 Collocation and Cross Connects.

13 14 **MARKET DEFINITION**

15
16 Q. TURNING TO THE FIRST TOPIC, WHAT ARE THE CRITICAL
17 DEFINITIONS THAT BELL SOUTH PROVIDES?

18
19 A. BellSouth's witnesses provide a logical and economically sound definition of
20 the "geographic markets" in which the "triggers" and other tests for
21 impairment should be applied. As set forth by the FCC in the *TRO*, state
22 commissions were given some parameters that must be used in defining the
23 appropriate geographic market. Specifically, the FCC said: "In defining
24 markets, a state commission shall take into consideration the locations of mass
25 market customers actually being served (if any) by competitors, the variation

1 in factors affecting competitors' ability to serve each group of customers, and
2 competitors' ability to target and serve specific markets profitably and
3 efficiently using currently available technologies. A state commission shall
4 not define the relevant geographic area as the entire state." (47 C.F.R.
5 §51.319(d)(2)(i)). The FCC further notes that the geographic market in which
6 the triggers and potential deployment tests are applied must be large enough to
7 permit CLPs to realize economies of scale and scope, ruling out, as BellSouth
8 witness Dr. Chris Pleatsikas will testify, wire centers as the market definition.

9
10 After examining a number of alternatives, BellSouth has concluded that the
11 appropriate "geographic markets" for use in these proceedings are the
12 individual UNE rate zones adopted by this Commission, subdivided into
13 smaller areas using the Component Economic Areas ("CEAs") as developed
14 by the Bureau of Economic Analysis of the United States Department of
15 Commerce. CEAs are defined by natural geographic aggregations of economic
16 activity and cover the entire state of North Carolina. UNE rate zones are an
17 appropriate starting point for the market definition because, by design, they
18 reflect the locations of customers currently being served by CLPs, which are
19 predominantly UNE zones 1 & 2, as well as the costs that affect competitive
20 ability to serve customers profitably. As Dr. Pleatsikas will explain further
21 dividing UNE zones by CEAs allows for an extremely granular assessment of
22 impairment.

23
24 In short, BellSouth's proposed geographic market definition is consistent with
25 the existing distribution of customers and the other factors that the FCC

1 indicates should be considered in setting a market definition. By selecting
2 these boundaries for the set of geographic markets to be examined under the
3 state commission's impairment analysis, BellSouth offers a geographic market
4 definition smaller than the entire state, but large enough so that a competitor
5 can realize appropriate economies of scope and scale. This definition of
6 geographic market results in 22 separate geographic markets in BellSouth's
7 service area in North Carolina. Attached hereto as Exhibit JAR-1 is a map of
8 the state of North Carolina showing these 22 geographic market areas. As I
9 noted, Dr. Pleatsikis will provide further detailed information regarding the
10 definition of "geographic market."
11

12 In addition to defining the appropriate geographic market, the Commission
13 must also establish an appropriate definition for the "mass market" customer.
14 In this proceeding, BellSouth accepts the FCC's default delineation between
15 "mass market" customers and "enterprise" customers - that is customers with
16 three or fewer CLP DS0 lines serving them are deemed "mass market"
17 customers. This is a reasonable assumption, and is quite conservative given
18 the FCC's direction to define the cross-over point as "where it makes sense for
19 a multi-line customer to be served via a DS1 loop." (TRO ¶ 497).
20

LOCAL SWITCHING TRIGGERS

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Q. WITH THESE DEFINITIONS OF THE RELEVANT GEOGRAPHIC MARKET AND “MASS MARKET”, LET US MOVE TO THE SECOND MAJOR AREA OF THE TESTIMONY. IN WHAT GEOGRAPHIC MARKETS ARE CLPS NOT IMPAIRED WITHOUT ACCESS TO BELLSOUTH’S UNBUNDLED SWITCHING BECAUSE THE TRIGGERS TEST IS MET?

A. BellSouth’s witness Pamela A. Tipton provides evidence that the self-provisioning switching trigger established by the FCC in its *TRO* is met in 3 of the 22 geographic markets in North Carolina. That is, Ms. Tipton will demonstrate that CLPs are not impaired in 3 geographic markets, because there are mass market customers in those geographic areas actively being served by at least three (and often more) CLPs using self-provisioned switching. Ms. Tipton has obtained this evidence from the CLPs themselves and from BellSouth’s business records. Although there is a second and separate “trigger” involving the situation where a CLP obtains switching from a wholesale provider, BellSouth has not relied upon that trigger in establishing the geographic areas where CLPs are not impaired. Attached hereto as Exhibit JAR-2 is a map that indicates the geographic areas in North Carolina in which the FCC’s self-provisioning switching trigger is met.

POTENTIAL FOR SELF-PROVISIONING
OF LOCAL SWITCHING

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Q. REGARDING THE THIRD MAJOR AREA OF THE TESTIMONY,
WHERE THE FCC'S SWITCHING TRIGGERS ARE NOT MET, WHAT
EVIDENCE DOES BELLSOUTH PRESENT WITH REGARD TO
"POTENTIAL DEPLOYMENT"?

A. In 5 of the remaining 19 geographic market areas where the triggers tests are
not met, BellSouth's witnesses will provide evidence to demonstrate that the
FCC's potential deployment test is met and that CLPs are not impaired in those
markets without access to BellSouth's unbundled switching. Attached hereto
as Exhibit JAR-3 is a map that illustrates the 5 additional geographic market
areas in North Carolina where CLPs are not impaired without access to
BellSouth's unbundled switching.

Q. PLEASE PROVIDE ADDITIONAL DETAILS REGARDING
BELLSOUTH'S "POTENTIAL DEPLOYMENT" CASE, AS IT RELATES
TO WHETHER CLPS ARE IMPAIRED WITHOUT ACCESS TO
BELLSOUTH'S UNBUNDLED SWITCHING.

A. While the "triggers" test is a "bright line" test, the FCC recognizes that the
current availability of unbundled switching may influence the nature and
extent of actual competition. In other words, the fact that fewer than three
CLPs are self-provisioning switching to mass market customers in a particular

1 geographic market is not necessarily dispositive on the issue of whether
2 impairment exists in that geographic market. To address this, the FCC created
3 a different test that can be used to determine whether CLPs are impaired where
4 the triggers tests are not met. In creating this alternative, the FCC instructed
5 the state commissions to weigh three things which, taken together, constitute
6 the "potential deployment" approach to making a "no impairment" finding
7 where the FCC "triggers" are not met:

8
9 First, the FCC told the states to look at actual competition where it did not rise
10 to the level necessary to meet the triggers tests. Ms. Tipton will provide
11 testimony regarding the actual level of competition from CLPs that self-
12 provision switching but where the triggers tests are not met.

13
14 Second, the FCC also instructed the state commissions to consider any
15 operational barriers to entry, specifically mentioning non-discriminatory
16 provisioning of loops, access to collocation, and access to co-carrier cross
17 connects. BellSouth witness Mr. Alphonso Varner will present performance
18 data establishing that BellSouth provides CLPs with such non-discriminatory
19 access. I also discuss the availability of collocation in BellSouth's offices in
20 North Carolina, as well as BellSouth's provision of co-carrier cross connects to
21 any carrier who requests such cross connects.

22
23 Finally, the FCC directed the states to consider any economic barriers to entry
24 when determining whether CLPs are impaired to serve the mass market
25 customer in a particular geographic market without access to BellSouth's

1 unbundled local switching. To address the economic issues, BellSouth has
2 commissioned the creation of a highly detailed, economic model, a CLP
3 business case that, in accordance with the *TRO*'s guidance, can be used to
4 evaluate whether an efficient CLP could economically enter individual markets
5 without access to BellSouth's unbundled switching.

6
7 The model itself will be described and discussed by Mr. Jim Stegeman, whose
8 company created the model. Dr. Debra Aron, an economist, will discuss how
9 the model meets the criteria laid out in the *TRO*, the model's economic
10 underpinnings, some of the model's key economic inputs and the results of the
11 potential deployment analysis. Dr. Randall Billingsley will provide
12 information regarding the cost of capital that has been used as an input into the
13 model. Finally, Mr. Keith Milner will discuss the network design that the
14 model emulates.

15
16 **BATCH HOT CUT PROCESS**
17

18 Q. PLEASE DESCRIBE THE FOURTH MAJOR AREA OF BELL SOUTH'S
19 TESTIMONY ADDRESSING "HOT CUTS".
20

21 A. Apart from testimony demonstrating the results of the triggers and potential
22 deployment analyses, BellSouth will also present testimony showing that an
23 efficient hot cut process is in place, enabling competitors to compete by
24 obtaining access to BellSouth's unbundled loops and using either the
25 competitors' own switches or wholesale switching. Further, BellSouth will

1 present testimony demonstrating that BellSouth has a seamless and effective
2 batch hot cut process in place that enables competitors to convert existing
3 Unbundled Network Element – Port/Loop Combination (“UNE-P”) lines to
4 unbundled loops and switching that is not provided by BellSouth.

5

6 Q. IS THE ISSUE OF HOT CUTS COMPLEX?

7

8 A. No. The hot cut case is simple because it involves a process that has been
9 around for 100 years – moving a jumper from one location to another.
10 BellSouth can do it, AT&T can do it, and MCI can do it. As of November
11 2003, there are 40,835 lines in North Carolina served by a combination of a
12 BellSouth unbundled loop (SL-1, SL-2 and UCL-ND) and a CLP’s switch,
13 which demonstrates without doubt that BellSouth has a hot cut process that
14 works.

15

16 The case is also simple because it is familiar to this Commission. The
17 Commission expended a great deal of time and energy reviewing the
18 provisioning of hot cuts in the Section 271 case (Docket No. P-55, Sub 1022).
19 That work will inform and facilitate its decision-making in this case.

20

21 Q. WHO ARE THE BELL SOUTH WITNESSES THAT WILL TESTIFY
22 ABOUT THE HOT CUT PROCESS?

23

24 A. There are a number of witnesses. Mr. Ken Ainsworth explains BellSouth’s hot
25 cut process that handles both the migration from a BellSouth retail customer to

1 an Unbundled Network Element – Loop (“UNE-L”) terminating in a CLP’s
2 collocation space and the migration of a UNE-P to a UNE-L. Mr. Ainsworth
3 also addresses BellSouth’s seamless and cost-effective batch hot cut process as
4 well as the ability of BellSouth’s centers to manage the volume of hot cuts that
5 may need to be performed if local circuit switching is no longer a UNE.
6
7 Mr. Ron Pate provides testimony that explains the ordering process BellSouth
8 has developed for UNE-P to UNE-L Bulk Migration/batch hot cut process
9 when CLPs migrate existing multiple UNE-P customers to UNE-L.
10
11 Mr. Al Heartley testifies that the BellSouth Network Services organization is
12 prepared to handle the batch hot cut process as well the volume of hot cuts that
13 may need to be performed if local circuit switching is no longer a UNE.
14
15 Mr. Milton McElroy provides testimony that presents evidence that
16 BellSouth’s Bulk Migration Process of moving UNE-Ps to UNE-Ls is both
17 seamless and effective. The evidence is based upon testing performed by
18 PriceWaterhouseCoopers.
19
20 Given the simple process, it should be clear that BellSouth can perform hot
21 cuts in sufficient volumes, and with sufficient speed and accuracy, to allow
22 CLPs to compete using UNE-L. BellSouth’s witnesses will demonstrate that
23 BellSouth absolutely can execute hot cuts in this manner, and as Mr. Varner
24 will explain, BellSouth’s performance measurements and data demonstrate its

1 ability to do so.

2

3 Q. GIVEN THIS COMMISSION'S EXTENSIVE EXPERIENCE WITH HOT
4 CUTS, WHY IS BELL SOUTH DEVOTING SO MUCH TESTIMONY TO
5 THIS ISSUE?

6

7 A. BellSouth would prefer not to do so. However, when faced with the
8 overwhelming evidence regarding actual facilities-based competition that
9 exists in North Carolina and the geographic areas where the FCC's triggers are
10 met, the CLPs are likely to want to divert the Commission's attention by
11 focusing on the hot cut process. When faced with this straightforward issue,
12 the CLPs have resorted to delay and obstruction. For example, in New York's
13 Bulk Migration/Hot Cuts proceeding (Case No. 02-C-1425), in an obviously
14 circular argument, AT&T contended that "until Verizon demonstrates that it
15 can execute a hot cut process at high volumes, we do not have a process that
16 can handle mass market volumes in a post UNE-P world." (Falcone
17 Testimony, Case No. 02-C-1425, filed October 24, 2003, at p. 78.) Of course,
18 so long as UNE-P exists, CLPs have no incentive to order UNE-L, making
19 AT&T's purported threshold impossible to meet. To further delay, AT&T has
20 argued that state commissions must first adopt a hot cut process, but "refrain
21 from approving those processes until appropriate metrics have been developed
22 and approved." (Nurse Testimony, Case No. 02-C-1425, filed October 24,
23 2003, at pp. 8-9.) AT&T, of course, is counting on months of delay from
24 extended negotiations about performance measures.

25

1 To complicate and obscure the straightforward issue, certain CLPs, and
2 specifically AT&T in proceedings before the FCC, have argued, and will
3 probably argue here, that until BellSouth makes changes to its network that
4 would cost billions of dollars, no adequate hot cut process is possible. An
5 adequate process, according to AT&T, will require "some form of electronic,
6 not manual, loop provisioning." The FCC already rejected AT&T's proposal,
7 but BellSouth anticipates with near certainty that AT&T intends to advance
8 this very same tired old argument again. The CLPs' suggestion that BellSouth
9 must overhaul its existing network to provide electronic loop provisioning
10 prior to a state commission finding that BellSouth, or any ILEC, has an
11 adequate hot cut process, whether "batch" or otherwise, is what this
12 Commission can expect to hear. As a result, BellSouth offers extensive
13 testimony from Messrs. Ainsworth, Varner, Pate and Heartley regarding the
14 hot cut issues to demonstrate that nothing more is necessary.

15

16 Q. HAS THIS COMMISSION PREVIOUSLY REVIEWED THE ISSUE OF
17 BELL SOUTH'S HOT CUT PROCESS? IF SO, WHAT WAS ITS
18 DETERMINATION?

19

20 A. Yes. This Commission reviewed BellSouth's hot cut process during
21 BellSouth's 271 proceeding and UNE Cost proceeding. In Docket No. P-55,
22 Sub 1022, the Commission determined that BellSouth met the requirements of
23 Section 271 of the Act. In the UNE Cost docket (P-100, Sub 133d), the
24 Commission approved the TELRIC-based nonrecurring rates applicable to hot
25 cuts.

1

2 Q. IN THE *TRO*, WHAT DID THE FCC REQUIRE STATE COMMISSIONS
3 TO DO WITH RESPECT TO HOT CUTS?

4

5 A. The FCC urged state commissions to require ILECs to develop a bulk
6 migration process. The FCC stated, “[t]he record evidence strongly suggests
7 that the hot cut process could be improved if cut overs were done on a bulk
8 basis, such that the timing and volume of the cut over is better managed. We
9 expect that such improvements would result in some reduction of the non-
10 recurring costs,....” (*TRO* ¶ 474).

11

12 Q. HAS BELL SOUTH DEVELOPED SUCH A PROCESS?

13

14 A. Yes. As BellSouth witnesses Ainsworth, Pate and Heartley explain, BellSouth
15 has developed and implemented a bulk migration process that meets the
16 concerns expressed by the FCC.

17

18 Q. WHAT RATES DOES BELL SOUTH PROPOSE FOR THE BULK
19 MIGRATION HOT CUT PROCESS?

20

21 A. In the *TRO*, the FCC suggested that the batch hot cut rates “should reflect the
22 efficiencies associated with batched migration of loops to a competitive LEC’s
23 switch, either through a reduced per-line rate or through volume discounts.”
24 (*TRO* ¶ 489). For batch hot cuts, BellSouth proposes a 10% discount of the
25 total amount of the Commission approved nonrecurring UNE rates of the

1 elements applicable for individual hot cuts.² Based on a recent cost study,
2 BellSouth determined that the nonrecurring cost for certain elements in
3 connection with the batch hot cut process are actually lower than the ordered
4 rate with the 10% discount. For those elements where the batch hot cut cost
5 study results are lower than the discounted rate, BellSouth proposes to charge
6 the CLPs the lower rate produced by the cost study. Attached is Exhibit JAR-4
7 that provides the rates BellSouth proposes for its batch hot cut service.
8

9 Q. DO UNE LOOP NONRECURRING CHARGES CONSTITUTE AN
10 ECONOMIC BARRIER?
11

12 A. No. Recently, this Commission approved new nonrecurring UNE rates that are
13 even lower than the rates that have been in effect in the past.³ The rates for the
14 batch hot cut process that are proposed herein are based on the newly approved
15 rates. BellSouth's proposal to offer a 10% discount off these nonrecurring
16 prices when CLPs use the batch hot cut process is an incentive for CLPs to use
17 that process.
18

² BellSouth will apply the net 10% discount to the Service Level 1 (SL1) loop, the Service Level 2 (SL2) loop and the Unbundled Copper Loop - Non-designed (UCL-ND) nonrecurring rate.

³ *Order Adopting Permanent Unbundled Network Element Rates for BellSouth Telecommunications, Inc.*, issued by the North Carolina Utilities Commission, in Docket No. P-100, Sub 133d, on December 30, 2003.

COLLOCATION AND CROSS-CONNECTS

Q. TURNING TO OPERATIONAL ISSUES, PLEASE DISCUSS THE
AVAILABILITY OF COLLOCATION SPACE IN BELL SOUTH'S
CENTRAL OFFICES.

A. Space is available for CLPs to collocate equipment in all of BellSouth's North Carolina central offices, with the exception of the Old Dowd CO at the Charlotte/Douglas International Airport. Pursuant to a Lease Agreement entered into between BellSouth and the City of Charlotte, BellSouth leased space at the Charlotte Airport to install telecommunications equipment. The space leased is very limited and BellSouth is the only entity that can occupy the space. The lease is very specific that BellSouth is not allowed to sublet any space without written consent from the Aviation Director. In 2001, BellSouth submitted a letter to the Aviation Director informing him of BellSouth's requirement under the Act "to share central office space with other competing local providers." The Aviation Director informed BellSouth that it could not approve any sublease of space at the time. As this Commission requested for all central offices experiencing space exhaust, BellSouth posted Old Dowd CO on its Space Exhaust List at http://interconnection.bellsouth.com/notifications/carrier/carrier_pdf/91081451-C.pdf

1 Q. ARE THERE ALTERNATIVES TO PHYSICAL COLLOCATION IN THE
2 CENTRAL OFFICE IN THE RARE CIRCUMSTANCES WHERE
3 PHYSICAL COLLOCATION MAY NOT BE AVAILABLE IN THE
4 FUTURE?

5
6 A. Yes. CLPs may elect either adjacent collocation or virtual collocation.

7
8 Q. IS BELL SOUTH PROVIDING PHYSICAL COLLOCATION TO CLPS
9 TODAY?

10

11 A. Yes. CLPs currently lease approximately 47,914 square feet of collocation
12 space within 71 of BellSouth's North Carolina central offices.

13

14 Q. DOES BELL SOUTH PROVIDE COLLOCATION SPACE TO CLPS IN A
15 TIMELY MANNER FOLLOWING CLPS' REQUESTS FOR SPACE?

16

17 A. Yes. As Mr. Varner discusses in his testimony, over the past year, BellSouth
18 has achieved outstanding performance in meeting the collocation provisioning
19 intervals established by this Commission.

20

21 Q. ARE THERE MEASURES IN PLACE TO ASSURE THAT BELL SOUTH'S
22 LEVEL OF PERFORMANCE REGARDING COLLOCATION DOES NOT
23 DIMINISH?

24

1 A. Yes. This Commission has ordered Performance Measurements that are in
2 place today to monitor BellSouth's collocation performance, as Mr. Varner
3 explains. Should BellSouth fail to meet certain of these metrics, BellSouth
4 would be subject to penalty payments under the Self-Effectuating Enforcement
5 Mechanism ("SEEMs") plan.

6

7 Q. IS A CLP'S ABILITY TO OBTAIN COLLOCATION A BARRIER TO CLP
8 ENTRY IN BELL SOUTH'S MARKETS?

9

10 A. Absolutely not.

11

12 Q. TURNING TO THE ISSUE OF CROSS-CONNECTS, WHAT IS A
13 "COMPETITIVE LEC-TO-COMPETITIVE LEC CROSS-CONNECT"?

14

15 A. "Competitive LEC-to-Competitive LEC Cross-Connects" are commonly
16 referred to as Co-Carrier Cross Connects ("CCXCs"). A CCXC is a
17 connection between two CLPs' facilities located in the same BellSouth
18 premises. A CCXC must be provisioned using facilities owned by the ordering
19 carrier and must use BellSouth's common cable support structure. The CLPs
20 must also contract with a BellSouth Certified Supplier to place the CCXC.

21

1 Q. WHY WOULD TWO COLLOCATORS USE CO-CARRIER CROSS-
2 CONNECTS?

3

4 A. There are a couple of potential uses. A CLP might use CCXCs to share
5 facilities and/or equipment or exchange interexchange traffic

6

7 Q. DOES BELL SOUTH ALLOW CO-CARRIER CROSS-CONNECTS
8 TODAY?

9

10 A. Yes, and BellSouth has done so for several years. Today, a CLP can connect
11 its collocation arrangement to another CLP's collocation arrangement by
12 enlisting a certified installation vendor from the list of BellSouth certified
13 vendors to place the cabling necessary to make the connections. Beginning
14 first quarter 2004, BellSouth will provide another means for CLPs to obtain
15 CCXCs. BellSouth will make CCXCs available pursuant to its FCC No. 1
16 Tariff, whereby BellSouth (rather than a third-party vendor) will provide a
17 CCXC for both CLPs at a demarcation point.

18

19 Q. ARE THERE CLPS WHO HAVE CO-CARRIER CROSS-CONNECTS IN
20 SERVICE TODAY IN BELL SOUTH'S CENTRAL OFFICES?

21

22 A. Yes. In North Carolina, there are close to 25 CCXCs in BellSouth central
23 offices.

24

1 Q. IS THE ABILITY OF CLPS TO OBTAIN CROSS-CONNECTS IN
2 BELLSOUTH CENTRAL OFFICES ON A TIMELY BASIS A BARRIER
3 TO CLP ENTRY IN BELLSOUTH'S MARKETS?
4

5 A. Absolutely not.
6

7 Q: PLEASE SUMMARIZE YOUR TESTIMONY.
8

9 A. I anticipate that the CLPs will contest the issues in this proceeding in every
10 way possible and throw road block after road block in the path of progress
11 toward real competition in the telecommunications industry in North Carolina.
12 However, the simple truth of the matter is that facilities-based competition has
13 arrived in North Carolina and has been in place for some time. Those CLPs
14 who have chosen to invest in the state of North Carolina have put in switches
15 and are actively serving mass market customers in a number of geographic
16 areas in the state, while other CLPs want to continue to provide services using
17 nothing but BellSouth's network. Such competition, however, cannot be
18 sustainable in the long run. Requiring BellSouth to unbundle its network, as is
19 presently the case, creates disincentives for CLPs to invest in North Carolina,
20 which no doubt explains why there is not more facilities-based competition
21 than there is now. It is time to take the next step and begin weaning carriers
22 like MCI and AT&T from the cheap switching that BellSouth is currently
23 required to offer, and time to compel these and other companies to make real
24 investments in North Carolina that will be of real benefit over time. Any
25 argument that BellSouth's "hot cut" process is to blame is simply a red herring.

1 Thousands and thousands of lines have been moved from BellSouth's switches
2 to CLP switches. The Commission has looked at BellSouth's hot cut process
3 and found it sufficient to support BellSouth's entry into the interLATA long
4 distance business. There is no reason for the Commission to reach a contrary
5 conclusion here.

6

7 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

8

9 A. Yes.

10

11

12

BellSouth Telecommunications, Inc.
Alabama Public Service Commission
Docket No. 29242
Joint Petitioners' 1st Request for Production
April 6, 2003
Item No. 4-1-1
Attachment 2

**ATTACHMENT TO REQUEST FOR PRODUCTION,
ITEM NO. 4-1-1**

1 BELLSOUTH TELECOMMUNICATIONS, INC.
2 DIRECT TESTIMONY OF W. KEITH MILNER
3 BEFORE THE ALABAMA PUBLIC SERVICE COMMISSION
4 DOCKET NO. 25835
5 MAY 8, 2001
6

7 Q. STATE YOUR NAME, YOUR BUSINESS ADDRESS, AND YOUR POSITION WITH
8 BELLSOUTH TELECOMMUNICATIONS, INC. ("BELLSOUTH").
9

10 A. My name is W. Keith Milner. My business address is 675 West Peachtree Street,
11 Atlanta, Georgia 30375. I am Senior Director - Interconnection Services for BellSouth. I
12 have served in my present position since February 1996.
13

14 Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.
15

16 A. My business career spans over 30 years and includes responsibilities in the areas of
17 network planning, engineering, training, administration, and operations. I have held
18 positions of responsibility with a local exchange telephone company, a long distance
19 company, and a research and development company. I have extensive experience in all
20 phases of telecommunications network planning, deployment, and operations in both the
21 domestic and international arenas.
22

23 I graduated from Fayetteville Technical Institute in Fayetteville, North Carolina, in 1970,
24 with an Associate of Applied Science in Business Administration degree. I graduated
25 from Georgia State University in 1992 with a Master of Business Administration degree.

1 Q. HAVE YOU TESTIFIED PREVIOUSLY BEFORE ANY STATE PUBLIC SERVICE
2 COMMISSION?

3
4 A. I have previously testified before the state Public Service Commissions in Alabama,
5 Florida, Georgia, Kentucky, Louisiana, Mississippi, and South Carolina, the Tennessee
6 Regulatory Authority, and the North Carolina Utilities Commission on the issues of
7 technical capabilities of the switching and facilities network, the introduction of new
8 service offerings, expanded calling areas, unbundling, and network interconnection.

9
10 Q. HOW IS YOUR TESTIMONY ARRANGED?

11
12 A. My testimony is divided into the following sections:

13 Part A: Executive Summary: Pages 2 to 13.

14 The Executive Summary Section contains an overview of the network-related
15 offerings BellSouth makes available to Competitive Local Exchange Carriers
16 ("CLECs") through BellSouth's approved interconnection agreements and
17 Statement of Generally Available Terms and Conditions ("SGAT").

18 Part B: Comprehensive Discussion of the Availability of Network-Related Offerings to
19 CLECs: Pages 13 to 115.

20 Part B contains an extensive discussion of the availability of required offerings in
21 Commission-approved interconnection agreements.

22
23 PART A: EXECUTIVE SUMMARY
24

25 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY TODAY?

1 A. The purpose of my testimony is to document the means by which BellSouth satisfies the
2 network requirements of the Competitive Checklist set forth in Section 271(c)(2)(B) of
3 the Telecommunications Act of 1996 ("Act"). In doing so, I will describe the network-
4 related offerings that BellSouth makes available to CLECs in Alabama through
5 BellSouth's approved interconnection agreements and SGAT.

6
7 Q. HOW IS YOUR TESTIMONY ORGANIZED?

8
9 A. I discuss each checklist item in order. Within my discussion of various checklist items, I
10 introduce affidavits from a number of BellSouth subject matter experts on the topics of
11 (A) collocation; (B) access to poles, ducts, conduits and rights-of-way; (C) operator
12 services and directory assistance (OS/DA); (D) white pages listings; (E) Local Number
13 Portability (LNP); and (F) 911 and E911.

14
15 Q. WHAT WILL YOUR TESTIMONY DEMONSTRATE?

16
17 A. My testimony will demonstrate that BellSouth currently is in compliance with all the
18 network requirements of the competitive checklist. Moreover, I will show that BellSouth
19 has a legal obligation to provide required offerings in Commission-approved
20 interconnection agreements. In addition to the interconnection agreements cited herein,
21 Exhibit JAR-3 to the testimony of John Ruscilli sets forth the citations to various
22 interconnection agreements that evidence BellSouth's legally binding obligations to
23 provide the network requirements of the competitive checklist. BellSouth refers the
24 Commission to JAR-3 as evidence of BellSouth's checklist compliance.

1 Q. WHERE CAN THE COMMISSION FIND ADDITIONAL TECHNICAL
2 INFORMATION ON THE OFFERINGS DISCUSSED HEREIN?
3

4 A. BellSouth provides detailed administrative information, technical information, and
5 procedures for ordering facilities and services in a number of guides, technical service
6 descriptions, and manuals, all of which are available on BellSouth's Internet website at
7 (<http://www.interconnection.bellsouth.com/guides/guides.html>) and
8 (http://www.interconnection.bellsouth.com/products/tech_ref.html). This website is
9 available to the Commission should the Commission desire additional detail on any of the
10 offerings discussed herein.
11

12 Q. WHAT EVIDENCE DOES BELL SOUTH HAVE THAT INDICATES IT IS IN
13 COMPLIANCE WITH CHECKLIST ITEM 1: INTERCONNECTION?
14

15 A. As of March 31, 2001, BellSouth had provisioned 19,037 trunks interconnecting its
16 network with the networks of CLECs in Alabama (that is, trunks from CLECs' switches
17 to BellSouth's switches). In its nine-state region, BellSouth had installed 421,220 trunks
18 from CLECs' switches to BellSouth's switches as of that same date. As of March 31,
19 2001, BellSouth had provided 203,850 two-way trunks (including transit trunks) to a total
20 of 92 CLECs across BellSouth's nine-state region. In Alabama, BellSouth has provided
21 9,570 two-way trunks (including transit trunks) to 16 CLECs who also have ordered and
22 been provided trunk groups to BellSouth's local tandem switches.
23

24 In Alabama, as of March 31, 2001, BellSouth had completed 479 physical collocation
25 arrangements, with none in progress, for over 30 different CLECs, of which 332 are

1 cageless physical collocation arrangements. Physical collocation arrangements were
2 established in 63 different central offices out of a total of 151 central offices in Alabama
3 as of March 31, 2001. As of March 31, 2001, there were 5,303 physical collocation
4 arrangements in place for CLECs throughout BellSouth's nine-state region. Of these,
5 3,353 were cageless physical collocation arrangements. An additional 161 physical
6 collocation arrangements were in progress for over 43 different CLECs as of March 31,
7 2001.

8
9 In Alabama, as of March 31, 2001, there were no virtual collocation arrangements in
10 progress, however there were nine (9) virtual collocation arrangements in service located
11 in nine (9) different BellSouth central offices. Those central offices are located in six (6)
12 cities in Alabama. Across BellSouth's nine-state region, over 40 different CLECs have
13 requested and BellSouth had provided 361 virtual collocation arrangements with
14 construction of an additional 26 arrangements underway as of March 31, 2001.

15
16 Q. WHAT EVIDENCE DOES BELL SOUTH HAVE THAT INDICATES IT IS IN
17 COMPLIANCE WITH CHECKLIST ITEM 2: NONDISCRIMINATORY ACCESS TO
18 NETWORK ELEMENTS?

19
20 A. As of March 31, 2001, BellSouth had 32,238 loop and port combinations in place for
21 CLECs in Alabama and 303,257 such combinations in place for CLECs across
22 BellSouth's nine-state region. In addition, BellSouth had 25 loop and transport
23 combinations in place for CLECs in Alabama.

1 BellSouth has also provided over 80 access terminals to CLECs in its nine-state region
2 for the purpose of gaining access to sub-loop elements.
3

4 Q. WHAT EVIDENCE DOES BELL SOUTH HAVE THAT INDICATES IT IS IN
5 COMPLIANCE WITH CHECKLIST ITEM 3: ACCESS TO POLES, DUCTS,
6 CONDUITS, AND RIGHTS-OF-WAY?
7

8 A. As of April 19, 2001, CLECs in Alabama had executed with BellSouth 46 license
9 agreements and 102 license agreements region-wide, (both state-specific and multi-state)
10 that allow them to attach their facilities to BellSouth's poles and to place their facilities in
11 BellSouth's ducts and conduits. Since July 1997, BellSouth has received 119 requests in
12 Alabama for access to poles, ducts, conduits, and rights-of-way from 14 CLECs with no
13 requests being denied. Similarly, CLECs have leased approximately 195,600 feet of
14 conduit space in BellSouth's nine-state region as a result of CLEC requests, however
15 none are in Alabama.
16

17 Q. WHAT EVIDENCE DOES BELL SOUTH HAVE THAT INDICATES IT IS IN
18 COMPLIANCE WITH CHECKLIST ITEM 4: LOCAL LOOP?
19

20 A. As of March 31, 2001, in Alabama, BellSouth had provisioned 954 two-wire ADSL loops
21 and 46 two-wire HDSL loops to over 15 different CLECs in Alabama. As of the same
22 date, BellSouth had provisioned within its region 14,102 two-wire ADSL loops, 451 two-
23 wire HDSL loops, and 46 four-wire HDSL loops to over 90 different CLECs.
24

1 While CLECs in Alabama have not purchased unbundled sub-loop elements, BellSouth
2 has provided over 500 unbundled sub-loop elements across its nine-state region.

3
4 BellSouth has no dark fiber arrangements in place in Alabama; however, BellSouth has
5 ten (10) dark fiber arrangements in place in two (2) other states within BellSouth's nine-
6 state region.

7
8 As of April 1, 2001, BellSouth had provisioned 2,542 line sharing arrangements across
9 BellSouth's nine-state region and 217 line sharing arrangements in Alabama.

10
11 In February 2001, CLECs made 4,283 mechanized Loop Makeup ("LMU") inquiries
12 region-wide. In Alabama, CLECs made 394 mechanized LMU inquiries. From
13 November 2000 through February 2001, CLECs made 549 manual LMU inquiries
14 region-wide, and 30 in Alabama.

15
16 Q. WHAT EVIDENCE DOES BELLSOUTH HAVE THAT INDICATES IT IS IN
17 COMPLIANCE WITH CHECKLIST ITEM 5: LOCAL TRANSPORT?

18
19 A. As of March 31, 2001, BellSouth had provided 465 dedicated local transport trunks to
20 CLECs in Alabama. BellSouth has provided 10,907 dedicated trunks providing
21 interoffice transport to CLECs in its nine-state region as of that same date.

22
23 Q. WHAT EVIDENCE DOES BELLSOUTH HAVE THAT INDICATES IT IS IN
24 COMPLIANCE WITH CHECKLIST ITEM 6: LOCAL SWITCHING?

1 A. As of March 31, 2001, BellSouth had 4 unbundled switch ports in service in Alabama.
2 Region-wide, BellSouth had 388 unbundled switch ports in service as of that same date.
3 Additionally, in connection with its combined loop/port combination offering, BellSouth
4 had 32,238 switch ports in service in Alabama and 303,257 in service regionally.

5
6 BellSouth offers two methods of customized routing to CLECs: Advanced Intelligent
7 Network ("AIN") and Line Class Codes ("LCC"). BellSouth has tested both methods
8 and both currently are available.

9
10 To date, no CLEC has requested BellSouth's AIN method of customized routing.
11 BellSouth stands ready to provide the AIN method upon request. BellSouth has provided
12 the LCC method of customized routing to one CLEC in Georgia. No CLEC in Alabama
13 has requested this method of customized routing; BellSouth, however, stands ready to
14 provide it.

15
16 Q. WHAT EVIDENCE DOES BELL SOUTH HAVE THAT INDICATES IT IS IN
17 COMPLIANCE WITH CHECKLIST ITEM 7: 911/E911, DIRECTORY ASSISTANCE
18 AND OPERATOR CALL COMPLETION?

19
20 A. As of March 31, 2001, CLECs had requested and BellSouth had provided 178 E911
21 trunks for CLECs in Alabama. In its nine-state region, BellSouth had 4,400 trunks in
22 service connecting CLECs' switches with BellSouth's E911 arrangements as of that same
23 date. In Alabama, 14 CLECs were sending mechanized updates to BellSouth for
24 inclusion in the 911 database as of March 31, 2001; and in BellSouth's nine-state region,
25 66 CLECs were doing so as of that same date.

1 As of March 31, 2001, CLECs in Alabama had 113 directory assistance trunks in place
2 between those CLECs' switches and BellSouth's Directory Assistance ("DA") platform.
3 In BellSouth's nine-state region, there were 2,929 such directory assistance trunks in
4 place serving CLECs. In BellSouth's nine-state region, 30 CLECs were purchasing
5 Directory Assistance Access Service ("DAAS") and 41 CLECs were purchasing Directory
6 Assistance Call Completion ("DACC") service from BellSouth as of March 31, 2001.

7
8 As of March 31, 2001, six (6) service providers were using BellSouth's Alabama
9 subscriber listings, via Directory Assistance Database Service ("DADS"), to provide DA
10 service and third party listing data to end users. Nine (9) service providers were using
11 DADS across BellSouth's nine-state region as of that same date. As of March 1, 2001,
12 two (2) service providers in the region were using Direct Access to Directory Assistance
13 Services ("DADAS") to provide the service to CLECs.

14
15 As of March 31, 2001, BellSouth had provided CLECs in Alabama with 109 operator
16 services trunks. Across its nine-state region, BellSouth had provided CLECs with 2,903
17 operator services trunks as of that same date. In Alabama, BellSouth had provided
18 CLECs with 47 verification trunks as of March 31, 2001. Across its nine-state region,
19 BellSouth had provided CLECs with 503 verification trunks as of that same date.

20
21 BellSouth offers four service levels of branding to CLECs when CLECs order Directory
22 Assistance and/or Operator Call Processing. The options are: BellSouth branding;
23 unbranded; custom branding; and self-branding. Unbranded, custom branding and self-
24 branding are all provided via customized routing. BellSouth will complete its

1 deployment of Originating Line Number Screening (OLNS) in Alabama by June 11,
2 2001.

3
4 Q. WHAT EVIDENCE DOES BELL SOUTH HAVE THAT INDICATES IT IS IN
5 COMPLIANCE WITH CHECKLIST ITEM 8: WHITE PAGES LISTINGS?

6
7 A. BellSouth has long made its white pages listing capabilities available to independent
8 LECs and other service providers. Because methods and procedures have been in place
9 to allow other carriers access to BellSouth's white pages listing capabilities for many
10 years, the necessary methods and procedures pursuant to which CLECs may obtain such
11 listings are business as usual for BellSouth.

12
13 Q. WHAT EVIDENCE DOES BELL SOUTH HAVE THAT INDICATES IT IS IN
14 COMPLIANCE WITH CHECKLIST ITEM 9: NUMBER ADMINISTRATION?

15
16 A. At this time, BellSouth no longer performs the central office code assignment function.
17 NeuStar assumed all North American Numbering Plan Administrator ("NANPA")
18 responsibilities on November 17, 1999 when the FCC approved the transfer of Lockheed-
19 Martin's Communication Industry Service division to NeuStar.

20
21 As to its responsibilities, BellSouth has responded to CLEC concerns about accurate and
22 timely activation of central office codes ("NXXs") by establishing, effective May 15,
23 1998, its NXX activation Single Point of Contact ("SPOC") to provide assistance to
24 CLECs and independent LECs. The NXX SPOC processes requests for NXX activity
25 coordination, and provides information concerning BellSouth's architecture

1 arrangements, assistance in trouble resolution for code activation, and assistance in
2 preparing the Code Request. If a CLEC or independent LEC intends to interconnect
3 directly with BellSouth, or if interconnection arrangements with BellSouth are already in
4 place, the CLEC or independent LEC should send to BellSouth a courtesy copy of its
5 Central Office Code Request in conjunction with the submission of its CO Code Request
6 to the NANPA (NeuStar). If the CLEC gives BellSouth a copy of its Central Office Code
7 Request, BellSouth is better able to activate the Central Office Code in BellSouth's
8 network.

9
10 Q. WHAT EVIDENCE DOES BELL SOUTH HAVE THAT INDICATES IT IS IN
11 COMPLIANCE WITH CHECKLIST ITEM 10: ACCESS TO DATABASES AND
12 ASSOCIATED SIGNALING?

13
14 A. BellSouth's signaling service is available as evidenced by the fact that, as of April 20,
15 2001, eight (8) CLECs had directly connected to BellSouth's signaling network in
16 Alabama.

17
18 BellSouth's region-wide Line Information Database ("LIDB") processed more than 1.5
19 billion queries from CLECs and others during the period from January 1997 through
20 February 2001.

21
22 As of April 1, 2001, BellSouth has over 70 Calling Name ("CNAM") database
23 customers, consisting of both CLEC and independent LECs, across BellSouth's nine-state
24 region.

1 BellSouth has offered independent LECs and other service providers access to its Toll
2 Free Number database for years. The necessary methods and procedures for obtaining
3 such access by CLECs are business as usual for BellSouth. Moreover, the availability of
4 these services is evidenced by the fact that, from January 1997 through March 31, 2001,
5 CLECs and other service providers across BellSouth's nine-state region completed
6 approximately 8.2 billion queries to BellSouth's Toll Free Number database.
7

8 Q. WHAT EVIDENCE DOES BELL SOUTH HAVE THAT INDICATES IT IS IN
9 COMPLIANCE WITH CHECKLIST ITEM 11: SERVICE PROVIDER NUMBER
10 PORTABILITY?
11

12 A. BellSouth ported 4,585 lines in Alabama using Interim Number Portability ("INP").
13 However, as of April 13, 2001, BellSouth had converted 3,412 (74%) of those lines to
14 Local Number Portability ("LNP"). In its region, BellSouth ported 117,010 numbers, of
15 which 106,134 (91%) have been converted to LNP as of that same date.
16

17 As of March 31, 2001, BellSouth had ported 56,516 business directory numbers and
18 7,098 residence directory numbers in Alabama using LNP. In its nine-state region,
19 BellSouth has ported 1,113,649 business and 133,703 residence directory numbers as of
20 March 31, 2001, which confirms the availability of LNP.
21

22 Q. WHAT EVIDENCE DOES BELL SOUTH HAVE THAT INDICATES IT IS IN
23 COMPLIANCE WITH CHECKLIST ITEM 12: LOCAL DIALING PARITY?
24

1 A. BellSouth's interconnection arrangements do not require any CLEC to use access codes
2 or additional digits to complete local calls to BellSouth customers. Neither are BellSouth
3 customers required to dial any access codes or additional digits to complete local calls to
4 the customers of any CLEC.

5
6 While BellSouth is unable to determine the full extent of CLEC dialing policies,
7 BellSouth is not aware of any complaints from CLEC customers that they are required to
8 dial any access codes or additional digits to complete local calls.

9
10 Q. WHAT EVIDENCE DOES BELL SOUTH HAVE THAT INDICATES IT IS IN
11 COMPLIANCE WITH CHECKLIST ITEM 13: RECIPROCAL COMPENSATION?

12
13 A. Reciprocal compensation arrangements are provided for in BellSouth's interconnection
14 agreements as well as through its SGAT. Reciprocal compensation is discussed further in
15 the testimony of John Ruscilli.

16
17 Q. WHAT EVIDENCE DOES BELL SOUTH HAVE THAT INDICATES IT IS IN
18 COMPLIANCE WITH CHECKLIST ITEM 14: RESALE OF THE INCUMBENT
19 LEC'S RETAIL TELECOMMUNICATIONS SERVICES AT A DISCOUNT?

20
21 A. As of March 31, 2001, there were 211,785 units being resold by CLECs in Alabama
22 while 3,002,701 were being resold throughout BellSouth's region. Of those units in
23 service in Alabama, there were 9,008 resold business lines and 37,523 resold residence
24 lines.

1 PART B: COMPREHENSIVE DISCUSSION OF THE AVAILABILITY OF
2 NETWORK-RELATED OFFERINGS TO CLECS.
3

4 **CHECKLIST ITEM 1: INTERCONNECTION**
5

6 Q. GENERALLY DESCRIBE BELL SOUTH'S COMPLIANCE WITH CHECKLIST
7 ITEM 1.
8

9 A. According to the Federal Communications Commission ("FCC"), interconnection refers
10 "to the physical linking of two networks for the mutual exchange of traffic." *Local*
11 *Competition Order*, ¶ 176. Checklist Item 1 obligates BellSouth to provide CLECs
12 access to points of interconnection that are equal in quality (as defined by 47 C.F.R. §
13 51.331) to what BellSouth provides itself, and that meet the same technical criteria and
14 standards used in BellSouth's network for a comparable arrangement, except where a
15 CLEC requests otherwise. 47 U.S.C. § 251(c)(2)(C) and (D) and 47 C.F.R. §
16 51.305(a)(3), (4).¹ As detailed below, BellSouth's interconnection agreements and its
17 Alabama SGAT fully satisfy this mandate.
18

19 Checklist item 1 has three requirements. First, BellSouth must provide interconnection at
20 any technically feasible point in the carrier's network. Second, BellSouth must provide
21 CLECs with interconnection that is at least equal in quality to that provided by BellSouth

¹ See also, Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket Nos. 96-98 & 95-185, 11 FCC Rcd 15499, 15614 (1996) ("Local Competition Order"), modified on recon., 11 FCC Rcd 13042 (1996), vacated in part on other grounds sub nom. *Iowa Utils. Bd. V. FCC*, 120 F. 3d 753 (8th Cir. 1997), cert. granted sub nom. *AT&T Corp. v. FCC*, 118 S. Ct. 879 (1998).

1 to itself. Third, BellSouth must provide interconnection on rates, terms and conditions
2 that are just, reasonable and nondiscriminatory.

3
4 **POINTS OF INTERCONNECTION**

5
6 Q. DOES BELL SOUTH PROVIDE INTERCONNECTION AT ANY TECHNICALLY
7 FEASIBLE POINT?

8
9 A. Yes. Local interconnection is available at any technically feasible point in BellSouth's
10 network, including meet point interconnection arrangements, on terms and conditions that
11 are just, reasonable and nondiscriminatory. 47 U.S.C. § 251(c)(2); 47 C.F.R. §
12 51.305(a)(2); *see* Interconnection Agreement Between BellSouth and e.spire
13 Communications, Inc. ("e.spire Agmnt."), GTC-A, § 7.0; ATT.1. Consistent with FCC
14 rules, BellSouth makes interconnection available at the following points: line-side of the
15 local end office switch; trunk-side of the local end office switch; trunk interconnection
16 points for local end office and tandem switches; central office cross-connect points; out-
17 of-band signal transfer points; and the points of access to unbundled elements. CLECs
18 have the option to interconnect at only one technically feasible point in each LATA. *See*
19 Interconnection Agreement Between BellSouth and NewSouth Communications, Corp.
20 ("NewSouth Agmnt.") Att. 3, § 1.2. In cases in which dual entrance points are available
21 in a given central office building, and space is available, BellSouth will make dual entry
22 facilities available to CLECs. *See* NewSouth Agmnt., Att. 4, § 5.2.1. Moreover, a CLEC
23 may request, via the Bona Fide Request (BFR) process, to utilize another interconnection
24 point when it is determined to be technically feasible.² *See* Interconnection Agreement

² The BFR process, and the intervals associated with it, are addressed in the testimony of John Ruscilli.

1 Between BellSouth and Knology ("Knology Agmnt."), Att. 3, § 1.1. BellSouth will
2 provide ordering and provisioning of interconnection services that is equal to the ordering
3 and provisioning services BellSouth provides to itself. *See* NewSouth Agmnt., Att. 6,
4 § 1.1.

5
6 **MEANS OF INTERCONNECTION**

7
8 Q. WHAT MEANS OF INTERCONNECTION DOES BELL SOUTH OFFER?

9
10 A. BellSouth offers the following means of interconnection: (1) physical collocation; (2)
11 virtual collocation; (3) assembly point arrangements; (4) fiber optic meet arrangements;
12 and (5) interconnection via purchase of facilities from the other party. *See* e.spire
13 Agmnt., Att. 3, §§ 1.1; 1.11; 1.8; Att. 4; SGAT, § I.C. BellSouth provides equal-in-
14 quality interconnection on terms and conditions that are just, reasonable, and
15 nondiscriminatory in accordance with the requirements of Sections 251(c)(2) and
16 252(d)(1). Moreover, a CLEC may request, via the BFR process, to utilize another
17 means of interconnection when it is determined to be technically feasible. *See* e.spire
18 Agmnt., Att. 3, § 1.1.

19
20 Q. DESCRIBE MULTIPLE TANDEM ACCESS (MTA).

21
22 A. BellSouth MTA provides for LATA-wide BellSouth transport and termination of CLEC-
23 originated local and BellSouth transported intraLATA traffic by establishing a Point of
24 Interconnection at a BellSouth access tandem with routing through multiple BellSouth

1 access tandems as required. The terms and conditions for such offering are set forth in
2 interconnection agreements. *See e.g., NewSouth Agmnt., Att. 3, §1.9.*

3
4 **INTERCONNECTION TRUNKS**

5
6 Q. DESCRIBE THE TRUNKING ARRANGEMENTS AVAILABLE TO CLECS FOR
7 ROUTING TRAFFIC.

8
9 A. BellSouth provisions, maintains, and repairs interconnection trunks for CLECs in a
10 manner that is equal in quality to the way in which BellSouth provisions trunks for its
11 own services. 47 C.F.R. § 51.305(a)(3); *see also* Knology Agmnt., Att. 3, § 3.3.
12 BellSouth designs its interconnection facilities to meet the same technical criteria and
13 service standards that are used within its own network. *See* Knology Agmnt., Att. 3, §§
14 3.2 – 3.4; e.spire Agmnt., Att. 3, § 3.2-3.3. BellSouth offers CLECs various options to
15 route local/intraLATA toll traffic and transit traffic over separate trunk groups or over a
16 single trunk group. *See* e.spire Agmnt., Att. 3; NewSouth Agmnt., Att. 3; Knology
17 Agmnt., Att. 3.

18
19 First, BellSouth provisions local/intraLATA toll trunks for traffic between CLEC end
20 users and BellSouth end users or Wireless Service Providers and vice versa. Local traffic
21 or local/intraLATA toll traffic may be delivered at the BellSouth local tandem, the
22 BellSouth access tandem, or the BellSouth end office. Local/intraLATA toll trunks may
23 use multi-frequency (MF) or Signaling System 7 (SS7) signaling and may be one-way or
24 two-way. *See* e.spire Agmnt., Att. 3, §2; NewSouth, Att. 3, §2.6.

1 In addition, BellSouth provides transit trunks for traffic between a CLEC and a third
2 party such as an Independent Company, Interexchange Carrier, or another CLEC (i.e.,
3 where a BellSouth end user is not involved). Transit trunk groups are generally two-way
4 trunks, but may be built as one-way trunks. They may use MF or SS7 signaling. Transit
5 intraLATA toll traffic from the CLEC must be delivered to the BellSouth access tandem.
6 Transit local traffic may be delivered to the BellSouth access tandem or to the BellSouth
7 local tandem. *See* Knology Agmnt., Att. 3, §2.6.

8
9 If the CLEC chooses, additional trunk groups may be established for operator services,
10 directory assistance, emergency services and intercept. *See* Knology Agmnt., Att. 3,
11 § 2.6.2.2.1.

12
13 Q. ARE CLECS PURCHASING INTERCONNECTION TRUNKS?

14
15 A. Yes. As of March 31, BellSouth had provisioned 19,037 trunks interconnecting its
16 network with the networks of CLECs in Alabama (that is, trunks from CLECs' switches
17 to BellSouth's switches). In its nine-state region, BellSouth had installed 421,220 trunks
18 from CLECs' switches to BellSouth's switches as of that same date. As of March 31,
19 2001, BellSouth had provided 203,850 two-way trunks (including transit trunks) to a total
20 of 92 CLECs across BellSouth's nine-state region. In Alabama, BellSouth has provided
21 9,570 two-way trunks (including transit trunks) to 16 CLECs who also have ordered and
22 been provided trunk groups to BellSouth's local tandem switches.

23
24 Q. HOW DO CLECS REQUEST INTERCONNECTION TRUNKS?

1 A. CLECs request interconnection trunks by submitting an Access Service Request ("ASR")
2 to BellSouth's Interconnection Purchasing Center ("IPC"). BellSouth established the IPC
3 during the second quarter of 1998 to facilitate BellSouth's handling of ASRs submitted
4 by the CLECs and payment of CLECs' reciprocal compensation charges. The IPC
5 receives ASRs from the CLECs, captures information required for Carrier Access Billing
6 System (CABS) billing purposes, screens the ASR for accuracy, and routes the ASR via
7 the Telcordia (formerly Bell Communications Research, Inc. or "Bellcore") Exchange
8 Access Control and Tracking (EXACT) System to BellSouth's Circuit Capacity
9 Management (CCM) center. The BellSouth CCM Center establishes the trunk group
10 identification for new trunk groups or increases the trunk quantities in BellSouth's
11 mechanized systems in the case of trunk augmentations. The ASR is then forwarded via
12 EXACT to BellSouth's Circuit Provisioning Group (CPG). The CPG is responsible for
13 issuing required trunk and facilities orders to BellSouth's Network Infrastructure Support
14 Center (NISC), which prepares required switch translations, and BellSouth's Local
15 Interconnection Switching Center (LISC), which coordinates the testing and turn-up of
16 the trunks. The LISC forwards the orders to BellSouth's Work Management Center
17 (WMC) and BellSouth's Field Work Groups (FWGs) for testing and turn-up of the
18 trunks. *See e.spire Agmnt., Att. 6, § 1.1 and BellSouth's Local Interconnection and*
19 *Facility Based Ordering Guide.*

20
21 From July 1999 through March 2001, BellSouth's IPC processed 408 orders from CLECs
22 for interconnection trunks in Alabama and processed 6,920 orders from CLECs across
23 BellSouth's nine-state region.
24

1 Q. HOW DOES BELL SOUTH PROCESS ITS OWN TRUNK AUGMENTATIONS TO
2 BELL SOUTH'S POINT OF INTERCONNECTION WITH CLECS?

3
4 A. For trunks originating on BellSouth's network and terminating on the CLEC's network,
5 the process for establishing and augmenting trunks is the same as the CLEC process to
6 establish interconnection trunks with BellSouth, except for the billing. The CCM issues
7 an "external" ASR to the CLEC and an "internal" ASR to the IPC. The IPC screens the
8 "internal" ASR for accuracy, and routes the ASR via the EXACT System to the CCM
9 Center. The CCM Center establishes the trunk group identification for new trunk groups
10 or increases the trunk quantities in BellSouth's mechanized systems in the case of trunk
11 augmentations. The ASR is then forwarded via EXACT to the CPG. The CPG is
12 responsible for issuing required trunk and facilities orders to the NISC, which prepares
13 required switch translations, and BellSouth's LISC, which coordinates the testing and
14 turn-up of the trunks. The LISC forwards the orders to BellSouth's Work Management
15 Center and BellSouth's Field Work Groups for testing and turn-up of the trunks.

16
17 Q. DISCUSS BELL SOUTH'S PROCESS FOR FORECASTING THE NUMBER OF
18 TRUNKS REQUIRED TO PROVIDE INTERCONNECTION SERVICES.

19
20 A. All trunk forecasting and servicing for CLEC local and intraLATA toll trunk groups is
21 based upon the same industry standard objectives that BellSouth uses for its own trunk
22 groups. BellSouth uses the standard objective of two (2) percent overall call blocking
23 during the time-consistent average busy hour in the busy season which consists of one (1)
24 percent blocking from the end office to the local tandem and one (1) percent blocking
25 from the local tandem to the end office. When an access tandem serves as the

1 intermediary switch, the standard objective is one and one-half (1.5) percent overall
2 blocking during the time-consistent average busy hour in the busy season. This consists
3 of one-half (.5) percent blocking on the common transport trunk group from the end
4 office to the access tandem and one (1) percent blocking from the access tandem to the
5 end office.

6
7 BellSouth's forecasting process is designed to determine the amount of traffic that will be
8 handled by each central office, and the number of trunks that will be required to carry
9 that traffic during the forecast period (normally 5 years). BellSouth's General Trunk
10 Forecast (the "GTF") is maintained daily and includes forecasts both for BellSouth traffic
11 and CLEC traffic.

12
13 Twice a year, the BellSouth LISC initiates written requests for forecasts from all CLECs
14 who have a presence in any of the nine BellSouth states. The forecasting periods cover
15 January - June and July - December. The LISC provides the CLECs' forecasts to the
16 BellSouth CCM Centers in each state. The CLEC forecasts are necessary in order to
17 incorporate the CLEC's requirements into BellSouth's GTF.

18
19 To prepare the GTF, BellSouth begins with the number of trunks currently in service.
20 BellSouth then calculates a growth factor (that is, the percentage of growth expected over
21 the next forecast period as well as anticipated growth in traffic that may be generated by
22 new services.) This data is measured using "busy hour" information, measured and
23 gathered using a BellSouth system, the Network Information Warehouse, that conforms
24 with national industry standards. BellSouth also adjusts for planned network

1 rearrangements, such as switch replacements, relocations, or additions. The growth
2 factor is then applied to the trunks currently in service.

3
4 As CLECs interconnect to BellSouth's network, the transitioning of traffic from
5 BellSouth to the CLEC often requires more trunks than would normally carry the traffic
6 in question when BellSouth was the sole provider of service. The purpose of the CLEC
7 forecast is to identify locations and estimated quantities to be used in developing factors
8 to account for these transitional effects in the network. After BellSouth's growth factor is
9 applied to the trunks in service, BellSouth applies these transitional factors. After these
10 adjustments for growth and transitional factors are taken into account, BellSouth's
11 forecast is reflected in the GTF.

12
13 Q. DISCUSS THE FORECASTING RESPONSIBILITIES OF BELL SOUTH AND THE
14 CLECS.

15
16 A. BellSouth and the CLECs are jointly responsible for forecasting, monitoring, and
17 servicing all two-way trunk groups between the two networks. *See NewSouth Agmnt.,*
18 *Att. 3, § 3.6.* BellSouth is responsible for forecasting, monitoring, and servicing the one-
19 way trunk groups terminating to CLECs. CLECs are responsible for forecasting,
20 monitoring and servicing the one-way trunk groups to BellSouth, including terminating,
21 transit, operator services, directory assistance, and E911 trunks. *See e.spire Agmnt., Att.*
22 *3, § 3.6.* Standard trunk traffic engineering methods are used as described in Bellcore
23 document SR-TAP-000191, Trunk Traffic Engineering Concepts and Applications or as
24 otherwise mutually agreed to by the parties.

1 BellSouth will use its best efforts in conjunction with the CLEC to create the most
2 effective and reliable interconnected telecommunications network. *See e.spire Agmnt.*,
3 Att. 3, § 3.1. BellSouth and the CLEC will meet periodically for the purpose of
4 exchanging non-binding forecasts of their traffic and volume requirements for
5 interconnection. *See NewSouth Agmnt.*, Att. 3, § 3.6. Forecast meetings may be face-to-
6 face, or by video or audio conference. *See SGAT*, §XVII.B; XVII.C.

7
8 In addition to, and not in lieu of, the required non-binding forecasts, BellSouth and the
9 CLEC may negotiate a binding forecast that commits the forecast provider to purchase,
10 and the forecast recipient to provide, a specified volume to be utilized as set forth in the
11 binding forecast. The terms of such a binding forecast will be negotiated and may
12 contain provisions regarding price, quantity, and liability for failure to perform. *See*,
13 SGAT, §XVII.D.

14
15 Q. DISCUSS BELL SOUTH'S PROCESS FOR FORECASTING SWITCH CAPACITY
16 NEEDS.

17
18 A. BellSouth forecasts its switch capacity needs based on two inputs – the GTF and the
19 access line forecast. As described above, the GTF is created using CLEC inputs. Thus,
20 CLEC plans are taken into account both in BellSouth's trunk forecasting and in its switch
21 planning and forecasting processes. For most switches, the capacity managers generally
22 schedule additions of trunk terminations to be completed and available for service by the
23 time the currently installed trunk capacity reaches 97 percent utilization.

1 Some specific switches have been identified as candidates for trunk relief when the
2 installed trunk capacity reaches 90 percent utilization. Candidate offices are those offices
3 that meet the following criteria:

- 4 • End office digital switches
- 5 • Switches with 100 trunking DS1s currently installed (a DS1 contains 24 voice
6 channels)
- 7 • Switches with growth of at least 75 trunking DS1s per year

8 Those offices that are candidates for relief at 90 percent are larger offices typically
9 serving business customers, and likely to also have high usage between CLEC's switches
10 and BellSouth's switches.

11
12 For tandem switches, the capacity managers schedule additions of trunk terminations to
13 be completed and available for service by the time the currently installed trunk capacity
14 reaches 85 percent utilization.

15
16 An addition of trunk terminations is scheduled to complete when the switch has reached
17 its targeted trunk utilization percentage. In other words, BellSouth does not wait until
18 that utilization percentage has been reached before triggering the addition. Once the
19 capacity manager has determined the anticipated target exhaust date for a switch, the
20 capacity manager subtracts an appropriate amount of time from that exhaust date to allow
21 for the equipment addition to be engineered, manufactured, shipped, and installed in the
22 switch. Thus, BellSouth initiates the addition of trunk terminations well in advance of
23 the targeted exhaust date. As discussed earlier, CLECs inform BellSouth of their
24 anticipated traffic growth through the routine exchange of traffic forecasts.

1 Q. DOES BELLSOUTH MAKE INTERCONNECTION TRUNKS AVAILABLE ON A
2 NONDISCRIMINATORY MANNER?

3
4 A. Yes. BellSouth's performance data for interconnection trunks will be discussed in the
5 performance data testimony of Alphonso Varner.
6

7 **FIBER-MEET**
8

9 Q. DESCRIBE THE FIBER-MEET ARRANGEMENT.
10

11 A. "Fiber-Meet" is an interconnection arrangement whereby the parties physically
12 interconnect their networks via an optical fiber interface (as opposed to an electrical
13 interface) at which one party's facilities, provisioning, and maintenance responsibility
14 begins and the other party's responsibility ends (i.e., at a Point of Interface). If a CLEC
15 elects to interconnect with BellSouth pursuant to a fiber-meet arrangement, the CLEC
16 and BellSouth shall jointly engineer and operate such. See e.spire Agmnt., Att. 3, § 1.11;
17 NewSouth Agmnt., Att. 3, § 1.11.
18
19
20
21
22

23 **COLLOCATION**
24

1 Q. DOES BELLSOUTH MAKE SPACE AVAILABLE IN ITS PHYSICAL
2 STRUCTURES TO FACILITATE THE INTERCONNECTION OF ITS NETWORK
3 FACILITIES WITH THOSE OF CLECS?
4

5 A. Yes. Collocation is a process pursuant to which BellSouth permits CLECs to contract for
6 space in BellSouth's premises so that CLECs may interconnect their network facilities
7 with BellSouth's network facilities. BellSouth premises include land owned, leased, or
8 controlled by BellSouth as well as any BellSouth network structure on such land housing
9 network facilities. *See e.spire Agmnt., Att. 4, § 1.2.* BellSouth offers a variety of
10 collocation arrangements as described below. Where technically feasible, BellSouth will
11 make physical collocation available in any BellSouth structure that houses network
12 facilities and has space available for collocation.
13

14 Q. DESCRIBE BELLSOUTH'S PHYSICAL COLLOCATION OFFERINGS.
15

16 A. BellSouth will provide to a CLEC at the CLEC's request, on a first-come, first-served
17 basis, physical collocation under the same terms and conditions available to similarly
18 situated carriers and on terms and conditions that are just, reasonable and non-
19 discriminatory. 47 C.F.R. § 52.323 (f); SGAT, § II.A.7. Where sufficient space exists,
20 CLECs can physically collocate in BellSouth premises to terminate CLEC cables on their
21 own equipment. Physical Collocation is available at Central Offices, Serving Wire
22 Centers and at Remote Sites and may be offered in the following types: Caged, Shared
23 (including shared cages), Cageless, or Adjacent. *See e.spire Agmnt., Att. 4; NewSouth*
24 *Agmnt., Att. 4.*
25

1 With physical collocation, equipment ownership, operation, maintenance and insurance
2 are the responsibility of the collocator or its approved agent. BellSouth permits the
3 collocation of any type of equipment that is directly related to and thus necessary,
4 required, or indispensable for interconnection to BellSouth's network or for access to
5 unbundled network elements in the provision of telecommunications services. *See*
6 NewSouth Agmnt., Att. 4, § 1.3. In addition, BellSouth permits the physical collocation
7 of microwave facilities when technically feasible for interconnection to BellSouth's
8 network or for access to UNEs in the provision of telecommunications services. *See*
9 SGAT, Attach. I. With physical collocation, BellSouth provides an interconnection point
10 or points, physically accessible by both BellSouth and the requesting CLEC, at which the
11 fiber optic cables carrying the CLEC's circuits enter BellSouth's premises. 47 C.F.R. §
12 51.323 (d)(1); NewSouth Agmnt., Att. 4, § 1.3. BellSouth will provide at least two
13 interconnection points at each premises where there are at least two such interconnection
14 points available and where capacity exists. *See* e.spire Agmnt., Att. 4, § 5.2.1. For
15 purposes of collocation, the interconnection point is the point at which the CLEC enters
16 BellSouth's premises, namely the manhole or the cable vault. *See* e.spire Agmnt., Att. 4,
17 § 5.2.

18
19 Physical Collocation is a negotiated contract arrangement in all BellSouth states for the
20 placement of collocator-owned facilities and equipment in BellSouth central premises.
21 The terms and conditions pursuant to which BellSouth offers physical collocation are set
22 forth in detail in the Affidavit of Wayne Gray, Attachment A; *see also*, NewSouth
23 Agmnt., Att. 4.

24
25 Q. IS BELL SOUTH PROVIDING PHYSICAL COLLOCATION IN ALABAMA?

1
2 A. Yes. In Alabama, as of March 31, 2001, BellSouth had completed 479 physical
3 collocation arrangements, with none in progress, for over 30 different CLECs, of which
4 332 are cageless physical collocation arrangements. Physical collocation arrangements
5 were established in 63 different central offices out of a total of 151 central offices in
6 Alabama as of March 31, 2001. As of March 31, 2001, there were 5,303 physical
7 collocation arrangements in place for CLECs throughout BellSouth's nine-state region.
8 Of these, 3,353 were cageless physical collocation arrangements. An additional 161
9 physical collocation arrangements were in progress for over 43 different CLECs as of
10 March 31, 2001. Exhibit WKM-1 is a summary of physical and virtual collocation
11 arrangements currently in place or in progress in Alabama and in BellSouth's nine-state
12 region.

13
14 Q. DOES BELLSOUTH HAVE PROVISIONING INTERVALS FOR PHYSICAL
15 COLLOCATION?

16
17 A. Yes. On August 10, 2000, the FCC issued its Collocation Reconsideration Order setting
18 forth default intervals for physical collocation where state regulatory authorities had not
19 established such intervals. On December 1, 2000, BellSouth filed with the FCC a
20 Petition for Conditional Waiver. On February 20, 2001, the FCC held that the intervals
21 in the New York Section 271 decision would be the default intervals applicable to
22 BellSouth. Consequently, BellSouth will comply with the FCC's default intervals until
23 such time as the Commission establishes permanent intervals. At that time, BellSouth
24 will comply with the final order of the Commission. Pursuant to the FCC's ruling,

1 BellSouth will provision physical collocation in 76 business days under ordinary
2 conditions and 91 business days under extraordinary conditions.
3

4 Q. DESCRIBE BELLSOUTH'S VIRTUAL COLLOCATION OFFERING.
5

6 A. Upon request of the CLEC, or when space is not available for physical collocation,
7 BellSouth offers virtual collocation in accordance with the existing BellSouth FCC Tariff
8 Number 1, Section 20, "Virtual Expanded Interconnection Service", as contemplated by
9 Paragraph 826 of the *Local Competition Order*, 11 FCC Rcd at 15912. Virtual
10 collocation provides for the placement of collocater-owned transmission equipment and
11 other facilities in BellSouth central offices for interconnection to the BellSouth network.
12 Such equipment must be necessary for the provision of telecommunications services and
13 may include, but not be limited to, optical terminating equipment and multiplexers,
14 digital subscriber line access multiplexers (DSLAM), routers, asynchronous transfer
15 mode (ATM) multiplexers, and remote switching modules. Virtual collocation
16 arrangements may interconnect to designated BellSouth tariffed services, local
17 interconnection trunks and/or unbundled network elements. BellSouth will provide
18 virtual collocation in a manner that permits CLECs to combine UNEs. With virtual
19 collocation, BellSouth provides an interconnection point or points, physically accessible
20 by both BellSouth and the requesting CLEC, at which the fiber optic cables carrying the
21 CLEC's circuits enter BellSouth's premises. 47 C.F.R. § 51.323(d)(1). BellSouth will
22 perform all maintenance and repair on virtual collocation equipment once the collocater
23 requests such work. BellSouth will install, maintain and repair collocated equipment in
24 the same manner as BellSouth provides for its own equipment. The terms and conditions

1 pursuant to which BellSouth provides virtual collocation are set forth in detail in the
2 Affidavit of Wayne Gray, Attachment A.
3

4 Q. IS BELL SOUTH PROVIDING VIRTUAL COLLOCATION IN ALABAMA?
5

6 A. Yes. In Alabama, as of March 31, 2001, there were no virtual collocation arrangements
7 in progress, however there were nine (9) virtual collocation arrangements in service
8 located in nine (9) different BellSouth central offices. Those central offices are located in
9 six (6) cities in Alabama. Across BellSouth's nine-state region, over 40 different CLECs
10 have requested and BellSouth had provided 361 virtual collocation with construction of
11 an additional 26 arrangements underway as of March 31, 2001. Exhibit WKM-1 is a
12 summary of physical and virtual collocation arrangements currently in place or in
13 progress in Alabama and in BellSouth's nine-state region.
14

15 Q. DOES BELL SOUTH HAVE INTERVALS FOR VIRTUAL COLLOCATION?
16

17 A. Yes. Neither the FCC nor the Commission has established provisioning intervals for
18 virtual collocation. Notwithstanding that fact, BellSouth will provide virtual collocation
19 in 50 calendar days from receipt of a Bona Fide Firm Order (BFFO) under ordinary
20 circumstances and 75 calendar days from receipt of a BFFO under extraordinary
21 circumstances.
22

23 **OTHER INTERCONNECTION METHODS**
24

25 Q. DOES BELL SOUTH OFFER MEANS OTHER THAN COLLOCATION FOR

1 INTERCONNECTION?

2
3 A. Yes. BellSouth also offers assembly point arrangements. Assembly point arrangements
4 allow a CLEC to combine UNEs without physical or virtual collocation. *See* SGAT, §
5 II.D.1. The assembly point is a cross connection device to which BellSouth will deliver
6 UNEs requested by CLECs using the arrangement. In this arrangement, BellSouth will
7 supply all of the equipment required by the CLEC to access UNEs.
8 BellSouth makes physical collocation available in compliance with its SGAT and
9 applicable interconnection agreements. Moreover, BellSouth is providing
10 interconnection at the local tandem. *See* e.spire Agmnt., Att. 3, §1.10. A CLEC may
11 select either basic or enhanced local tandem interconnection. Basic local tandem
12 interconnection allows CLECs to terminate traffic to BellSouth's end office switches and
13 wireless service provider switches within the area served by the tandem. Enhanced local
14 tandem interconnection adds the ability to terminate traffic to other CLEC and
15 independent company switches in the area served by the tandem. *See* NewSouth Agmnt.,
16 Att. 3, §§ 1.5; 1.10; SGAT, § I.A.5. As of March 31, 2001, BellSouth has provided 192
17 local tandem interconnection trunks to one (1) CLEC in Alabama.

18
19 **CHECKLIST ITEM 2: NONDISCRIMINATORY ACCESS TO NETWORK ELEMENTS**

20
21 Q. GENERALLY DESCRIBE BELL SOUTH'S COMPLIANCE WITH CHECKLIST
22 ITEM 2.

23
24 A. BellSouth meets the requirements of Checklist Item 2 if it offers access and
25 interconnection that includes "[n]ondiscriminatory access to network elements in

1 accordance with the requirements of Section 251(c)(3) and 252(d)(1).” 47 U.S.C. §
2 271(c). Section 251(c)(3) requires BellSouth to provide CLECs with nondiscriminatory
3 access to UNEs at any technically feasible point on rates, terms and conditions that are
4 just, reasonable, and nondiscriminatory. This section also requires BellSouth to provide
5 UNEs in a manner that allows CLECs to combine such elements in order to provide a
6 telecommunications service. As detailed below, BellSouth’s interconnection agreements
7 and its Alabama SGAT satisfy these obligations. BellSouth’s provision of access to
8 Operations Support Systems (“OSS”) functions is described in the testimony of Ron Pate,
9 filed concurrently herewith.

10
11 As required by 47 C.F.R. § 51.307, BellSouth provides to a requesting CLEC (for the
12 provision of telecommunications service) nondiscriminatory access to network elements
13 on an unbundled basis at any technically feasible point which is at least equal in quality
14 to the access BellSouth provides to itself. *See* NewSouth Agmnt., GTC-A, § 4.0. These
15 network features provide the CLEC access to all features, functions and capabilities of
16 the network elements in a manner that allows the CLEC to provide any
17 telecommunications service that the network element is capable of providing. *See*
18 Interconnection Agreement Between BellSouth and Intermedia (“Intermedia Agmnt.”),
19 §VIII.E. Att. 2, § 1.1. Each network element BellSouth provides to CLECs is at a level
20 of quality and performance that is at least equal to that which BellSouth provides to itself.
21 *See* e.spire Agmnt., GTC-A, § 4.0

22
23 BellSouth shall provide ordering and provisioning of UNEs to CLECs that are equal in
24 quality to the ordering and provisioning services BellSouth provides to itself or any other
25 CLEC. *See* NewSouth Agmnt., Att. 6, § 1.1. As required by the FCC, and as set forth in

1 its interconnection agreements and its SGAT, BellSouth makes available
2 nondiscriminatory access to the following unbundled elements at Total Element Long
3 Run Incremental (TELRIC) rates approved by the Commission:
4

5 Local loop, including sub-loops and the high frequency portion of the loop

6 Loop concentration in BellSouth central offices

7 Simple Loop + Port Combinations

8 Loop + Transport Combinations

9 Network Interface Device ("NID")

10 Local switching capability

11 Tandem switching capability

12 Interoffice transmission facilities

13 Digital cross connection capability

14 Signaling networks and call-related databases

15 Operations support systems functions

16 Local channel

17 Channelization

18 Dark fiber

19 Loop conditioning
20

21 *See Intermedia Agmnt., §VII; NewSouth Agmnt., Att. 2.* BellSouth also provides access
22 to the facilities or functionality of network elements separately from access to other
23 network elements and for a separate charge. 47 C.F.R. § 51.307(d). BellSouth will
24 utilize its best efforts to obtain coextensive third party intellectual property rights for
25 CLECs using UNEs.

1
2 Requesting CLECs are entitled to exclusive use of an unbundled network element, and to
3 the use of its features, functions, or capabilities, for a set period of time. 47 C.F.R. §
4 51.309(c). BellSouth, however, retains ownership of the facility and remains obligated to
5 maintain, repair or replace the network element as necessary.
6

7 CLECs may provide telecommunications services wholly through BellSouth's UNEs,
8 without using any facilities of its own. The terms and conditions pursuant to which
9 BellSouth provides access to UNEs are offered equally to all requesting CLECs. 47
10 C.F.R. § 51.313(a). Moreover, as discussed more fully in the testimony of John Ruscilli,
11 filed concurrently herewith, the "Most Favored Nation" clause in BellSouth's
12 interconnection agreements and the provisions of 47 U.S.C. § 252(i) allow a CLEC to
13 adopt terms, conditions and prices of another CLEC's contract in accordance with the
14 FCC's rules. *See* NewSouth Agmnt., GTC-A, § 16.
15

16 With the exception of the NID, the minimum set of network elements are required
17 separately by the checklist and therefore will be discussed in later sections of my
18 testimony. The NID, however, will be discussed in this section, as will UNE
19 combinations.
20

21 Q. DESCRIBE THE NID OFFERING.
22

23 A. The NID is a cross-connect device used to connect BellSouth's loop facilities to a
24 customer's inside wiring. The NID contains connection points to which the service
25 provider and the end user customer each make their connections. *See* NewSouth Agmnt.,

1 Att. 2, § 4.0. When the CLEC provides its own facilities, the CLEC will provide its own
2 NID and thereby interface to the customer's inside wire through the customer chamber of
3 the BellSouth NID. 47 C.F.R. § 51.319(2). This method of access has been referred to as
4 the "NID-to-NID" method, in that the CLEC connects its NID to the BellSouth NID and
5 thereby gains connectivity between the CLEC's loop and the customer's inside wire. As
6 a second method, a CLEC may connect its loop directly to any available spare terminal in
7 the BellSouth NID and thereby gain access to the customer's inside wire. 47 C.F.R. §
8 51.319(2); *see also* NewSouth Agmnt., Att. 2, § 4.0. Any upgrades or rearrangements to
9 the NID required by the CLEC are performed by BellSouth based on time and materials
10 charges. In situations in which no spare terminals are available in the BellSouth NID, the
11 CLEC may remove BellSouth's loop from BellSouth's NID in order to terminate the
12 CLEC's loop to BellSouth's NID. *See* e.spire Agmnt., Att. 2, § 4.0. As of February 28,
13 2001, no CLEC had requested an unbundled NID in Alabama or anywhere in BellSouth's
14 nine-state region.

15
16 Where a CLEC obtains local loops as a UNE from BellSouth, BellSouth also provides the
17 NID. BellSouth connects the drop wire, where present, between the loop distribution
18 facilities and the NID at no additional charge to the CLEC. *See* NewSouth Agmnt., Att.
19 2, § 2.2.1.

20
21 At multiple dwelling units or multiple-unit business premises, BellSouth will provide,
22 where technically feasible, a Single Point of Interconnection ("SPOI") that is suitable for
23 use by multiple carriers. *See* SGAT, §II.
24

1 Q. HAS BELLSOUTH PROVIDED ACCESS TERMINALS TO CLECS IN ALABAMA
2 AND IN ITS NINE-STATE REGION FOR THE PURPOSE OF GAINING ACCESS
3 TO SUB-LOOP ELEMENTS?
4

5 A. No. BellSouth has not provisioned any such access terminals to CLECs in Alabama
6 because none have been requested; however, BellSouth has provisioned over 80 access
7 terminals across its nine-state region.
8

9 Q. MAY A CLEC TEST THE UNES IT IS OBTAINING FROM BELLSOUTH PRIOR TO
10 TURNING UP A CUSTOMER'S SERVICE?
11

12 A. Yes. Each CLEC may perform testing of its UNEs using whatever methods it deems
13 appropriate in light of its network configuration. BellSouth will provide UNEs to each
14 CLEC's collocation arrangement at the specified level of quality. BellSouth has tested
15 and confirmed its ability to provide UNEs to requesting CLECs.
16

17 Q. DESCRIBE BELLSOUTH'S CROSS-CONNECT OFFERING.
18

19 A. Cross connections are the facility by which BellSouth extends its network to the point of
20 access selected by a CLEC, as described above. The FCC's *Local Competition Order*
21 required incumbent LECs to provide such facilities and stated that the LEC could recover
22 the costs associated with providing cross connections. See e.spire Agmnt., Att. 2, § 2.2.2.
23 Cross connections are wires or fibers or equipment that connect one piece of equipment
24 to another on a semi-permanent basis. For instance, some cross connections are made
25 by a simple pair of copper wires called a jumper. Different loop options require different

1 types of cross connections. In fact, several cross connections may be required for many
2 of the options. BellSouth offers the following types of loop cross connects:

- 3 • Cross connect to Digital Cross-connect System ("DCS")
- 4 • Cross connect to Multiplexer/Interoffice transport
- 5 • Cross connect to collocation arrangement
- 6 • Cross connect to switch port

7 In addition, BellSouth offers the choice of three types of cross connects with subloop
8 elements. The applicable cross connects are as follows:

- 9 • Two wire
- 10 • Four wire
- 11 • Dark fiber

12 Cross connections must also be used with Unbundled Dedicated Transport ("UDT"). The
13 dedicated transport cross connects are the equipment needed to connect the interoffice
14 dedicated transport transmission facilities to the point of access.

15 The following cross connects are available with UDT:

- 16 • Voice grade 2-Wire
- 17 • Voice grade 4-Wire
- 18 • Digital 56/64 Kilobits per second (Kb/s)
- 19 • DS1
- 20 • DS3
- 21 • OC3
- 22 • OC12
- 23 • OC48 (Only between BellSouth offices)
- 24 • Dark fiber

1 Q. DESCRIBE BELL SOUTH'S DIGITAL CROSS CONNECT OFFERING.

2
3 A. A DCS is an electronic device that provides the capability of rearranging circuits on high-
4 speed facilities without the need to de-multiplex the signals. Without DCS, signals
5 cannot be exchanged between high-speed circuits without returning all of the circuits to
6 analog electrical signals. BellSouth offers DCS in conjunction with the unbundled
7 dedicated transport element with the same functionality that is offered to interexchange
8 carriers or with additional functionality as provided in a BellSouth/CLEC interconnection
9 agreement. 47 C.F.R 51.319 (d)(2)(iv); *See e.spire Agmnt., Att. 2, § 8.1.1(4).*
10

11 BellSouth provides CLECs three types of port DSC configurations as follows:

- 12 • DS0 channel port termination.
 - 13 • DS1 channel port termination.
 - 14 • DS3 channel port termination.
- 15

16 A CLEC may utilize BellSouth's Management Terminal Interface (MTI) through the use
17 of a computer terminal on the CLEC's premises to access a database maintained by
18 BellSouth to reconfigure the CLEC's Dedicated Transport facilities. A CLEC may use
19 the MTI to directly access and control the CLEC's 45 Megabits per second (Mbps)
20 facilities or 1.544 Mbps facilities or 64 Kbps facilities or unbundled dedicated transport,
21 subtending channels, and internodal facilities (i.e., the facilities that connect a DCS in
22 one central office with a DCS in another central office).
23

24 CLECs remotely access the database by using a computer terminal on the CLEC's
25 premises in conjunction with the CLEC's facilities or BellSouth Unbundled Loops or

1 Dedicated Transport elements (Entrance Facility and/or Interoffice Transport), or in
2 conjunction with a local telephone line with a seven-digit or ten-digit telephone number.

3 CLECs may use DCS to perform the following functions:

- 4 • Routing/Rerouting - The routing feature allows a CLEC to select the routes that will
5 be used to connect circuits between DCSs. The CLEC may control the route
6 selection process by various parameters according to the CLEC's needs. A CLEC
7 may also reroute circuits from a failed internodal facility to a working one.
- 8 • Renaming-A CLEC may rename its circuits and facilities.
- 9 • Scheduled Command Definition – A CLEC may specify circuit reconfiguration on
10 special days, e.g., payday, holidays.
- 11 • Transaction Log – A CLEC is provided a database log that contains every transaction.
12 These transactions include reconfiguration, scheduling, macro development, alarm
13 surveillance, and attempted transactions.
- 14 • Scheduled Command Summary Screen – A CLEC may view the status of its
15 reconfiguration reservations.
- 16 • Macro Command/Network Modeling – A CLEC may initiate, with one command,
17 multiple two-point cross connections. The CLEC can build separate network macros,
18 such as daytime macros, nighttime macros, and disaster recovery macros and invoke
19 their activation or switch from one to the other.
- 20 • Perform real-time configuration management and alarm surveillance.
- 21 • Electronically cross-connect and route traffic in order to:
 - 22 • Alleviate congestion
 - 23 • Isolate faults
 - 24 • Change routing logic
 - 25 • Monitor network performance

- Pre-arrange and automatically switch to backup facilities for disaster recovery

BellSouth provides the cross connects necessary to extend Dedicated Transport facilities to points of access designated by the CLEC. 47 C.F.R. § 51.319(d)(2)(iii). In addition to the standard arrangements, the CLEC may request new or additional unbundled transport elements via the BFR process.

COMBINATIONS OF UNES

Q. GENERALLY DESCRIBE BELL SOUTH'S COMBINATION OFFERINGS.

A. BellSouth provides access to UNES in a manner that allows requesting carriers to access preexisting combinations of network elements as well as to combine UNES for themselves. *See* Intermedia Combination Agreement, 7/12/00, §1.1. BellSouth provides CLECs access to a variety of means by which CLECs may combine network elements, including caged, cageless, and shared collocation, *see* NewSouth Agmnt., Att. 4, and an Assembly Point arrangement. *See* SGAT, § II.D.1. BellSouth also offers other technically feasible methods of combining UNES via the BFR process. *See* NewSouth Agmnt., GTC-A, § 6.0. Each of these options is described more fully in my testimony on checklist item 1, and collocation is described more fully in the Affidavit of Wayne Gray, attached hereto as Attachment A.

Q. DOES BELL SOUTH OFFER PREEXISTING COMBINATIONS OF UNES TO CLECS?

1 A. Yes. Except upon request, BellSouth will not separate requested network elements where
2 such elements are, in fact, currently combined in BellSouth's network to the location the
3 CLEC wants to serve. *See* SGAT, § II.D (3).

4
5 The rates for these UNE combinations are addressed in the testimony of John Ruscilli.
6 Mr. Ruscilli also addresses the conditions pursuant to which BellSouth offers the
7 Enhanced Extended Link ("EEL").

8
9 The ordering mechanism for preexisting combinations is discussed in the testimony of
10 Ron Pate.

11
12 Q. MAY CLECS COMBINE UNES THEMSELVES?

13
14 A. Yes. BellSouth provides access to UNEs in a manner that allows requesting carriers to
15 combine those elements. CLECs may use either physical collocation (including caged,
16 shared cage, cageless, and adjacent, where space is not available), virtual collocation
17 arrangements, *see* e.spire Agmnt., Att. 4, § 3 or assembly point arrangements, SGAT, §
18 II.D.1, to combine UNEs. In addition, CLECs may request other technically feasible
19 methods of combining UNEs through the BFR process. *See* NewSouth Agmnt., GTC-A,
20 § 6.0.

21 The UNE combination is effectuated as follows: BellSouth will wire each UNE to the tie
22 cable and pair running between BellSouth's distributing frame and the CLEC's
23 collocation arrangement as designated by the CLEC on its UNE order. For example, both
24 the loop and the switch port are terminated on the Main Distribution Frame (MDF) within
25 the BellSouth central office. Upon request of the CLEC, BellSouth will wire the loop to

1 the tie cable and pair facility designated on the unbundled loop order. Likewise,
2 BellSouth will wire the unbundled switch port to the tie cable and pair designated on the
3 unbundled switch port order. In the case of physical collocation, BellSouth's wiring of
4 the UNEs to the tie cable and pair interconnection facilities designated by the CLEC
5 correlates to the pre-designated positions on the interconnection point (that is,
6 BellSouth's distributing frame) serving the collocation arrangement. The CLEC may
7 complete the combination via connections within its collocation arrangement either
8 manually or electronically, at the election of the CLEC. These connections within the
9 CLEC's collocation arrangement may be pre-wired or established on an as-needed basis
10 at the election of the CLEC. To facilitate UNE combinations using virtual collocation,
11 the CLEC may employ any of several options that include, but are not limited to: pre-
12 wired terminations on the CLEC's transmission equipment; use of the CLEC's electronic
13 digital cross-connection facilities or other means of performing cross-connections
14 remotely; or connections on a per request basis.

15
16 An example of using pre-wired terminations might include the CLEC's arranging the pre-
17 wiring of connector block "position 100" to "position 200", "position 101" to "position
18 201" and so forth. Should the CLEC wish to combine two elements, such as the
19 combining of an unbundled loop with an unbundled switch port, the CLEC would
20 specify the BellSouth cable and pair assignment correlating to "position 100" on the
21 unbundled loop order and would specify the BellSouth cable and pair assignment
22 correlating to "position 200" on the unbundled switch port order. With "position 100"
23 and "position 200" having been pre-connected, the UNEs would thus be combined once
24 BellSouth completes its connection of each of the UNEs ordered to the designated
25 interconnection facility cable and pair assignments.

1
2 Q. IT APPEARS THAT THE DISTRIBUTION FRAME IS AN ESSENTIAL
3 COMPONENT OF A CLEC'S ABILITY TO COMBINE UNES. CAN BELL SOUTH
4 ACCOMMODATE THE CLECS' DEMAND FOR DISTRIBUTING FRAME
5 CONNECTOR BLOCKS?
6

7 A. Yes. BellSouth can fully accommodate demand for new distributing frame connector
8 blocks for CLECs. While space on distributing frames is a finite resource, this is not a
9 consequence of local competition. Because of increasing retail demand, BellSouth has
10 for many years been faced with the possible exhaustion of space on distributing frames
11 within its central offices. This increasing demand is evidenced by the fact that in 1992,
12 there were roughly 1.5 million access lines in Alabama; through December 2000, there
13 were over 1.9 million access lines in Alabama, a more than 25 percent increase in eight
14 (8) years. BellSouth has always effectively met the challenges of increased demand -- a
15 fact no party contests. For example, in the years 1999-2000, BellSouth completed 14
16 additions to its conventional main distribution frames and COSMIC main distribution
17 frames in Alabama. Also, BellSouth has never denied any CLEC's request for a UNE
18 because of a lack of main distribution frame connector blocks. BellSouth likewise will
19 continue to make needed additions to its distributing frames on a nondiscriminatory basis,
20 as with other facilities such as switches and loop facilities, to accommodate CLECs'
21 needs.
22

23 Q. HAS BELL SOUTH PROVIDED CLECS WITH PREEXISTING UNE
24 COMBINATIONS?
25

1 A. Yes. As of March 31, 2001, BellSouth had 27,062 loop and port combinations in place
2 for CLECs in Alabama and 273,059 such combinations in place for CLECs across
3 BellSouth's nine-state region. In addition, BellSouth had 25 loop and transport
4 combinations in place for CLECs in Alabama.

5
6 Q. DESCRIBE THE MEANS BY WHICH CLECS MAY COMBINE INDIVIDUAL UNES
7 OBTAINED FROM BELL SOUTH WITH THE CLEC'S OWN FACILITIES.

8
9 A. A CLEC may also use its physical collocation arrangement to combine UNES that the
10 CLEC acquires from BellSouth with the CLEC's own equipment or facilities. BellSouth
11 will extend UNES to a CLEC's physical collocation arrangement and will terminate those
12 UNES in such a way as to allow the CLEC to provide any cross connections or other
13 required wiring within the collocation arrangement in order to effect the combination. In
14 such an arrangement, the CLEC is responsible for making any necessary cross
15 connections within the physical collocation arrangement, for example, by making cross
16 connections at a frame or cross connection block within the physical collocation
17 arrangement. As noted above, the CLEC may choose to "pre-wire" these connections in
18 anticipation of BellSouth's providing the UNES, thereby eliminating the need to establish
19 these connections during the customer cutover process.
20 For example, BellSouth will deliver both unbundled loops and unbundled dedicated
21 transport facilities to the CLEC's collocation arrangement. The CLEC is then free to
22 cross-connect the loop and transport facilities in any manner it chooses. Similarly,
23 BellSouth will deliver unbundled loops and unbundled switch ports to any CLEC's
24 collocation arrangement and, again, the CLEC may cross-connect the unbundled loop and
25 unbundled switch port in any manner the CLEC desires.

1
2 In order to combine network elements in their collocation arrangements, CLECs will use
3 the same types of cross-connections that BellSouth regularly uses thousands of times
4 every day in its retail operations. When BellSouth connects a new customer to its
5 network, it uses cross-connections to combine facilities, just as CLECs may do. In its
6 retail operations, BellSouth regularly uses multiple cross-connections between loops and
7 switch ports, as well as on Intermediate Distribution Frames (IDF), and provides high
8 quality transmission performance on the resulting service. CLECs' use of
9 cross-connections to combine network elements into an operational network is a routine
10 part of local telephone operations and precisely analogous to the manner in which
11 BellSouth establishes service to a customer premises not previously served by its own
12 network.
13

14 **CHECKLIST ITEM 3: ACCESS TO POLES, DUCTS, CONDUITS, AND RIGHTS-OF-WAY**
15

16 Q. DESCRIBE BELL SOUTH'S COMPLIANCE WITH CHECKLIST ITEM 3.
17

18 A. Section 271(c)(2)(B)(iii) of the Act requires BellSouth to provide nondiscriminatory
19 access to poles, ducts and conduits and rights-of-way to CLECs when requested. The
20 FCC found that BellSouth had met all requirements for Checklist Item 3 in the *Second*
21 *Louisiana Order*. BellSouth's procedures and processes described in that application are
22 the same as those that are used in Alabama. In Section III of the SGAT, and in various
23 negotiated and arbitrated agreements, see NewSouth Agmnt., Att. 8, BellSouth continues
24 to offer nondiscriminatory access to poles, ducts, conduits and rights-of-way in a timely
25 fashion as discussed in the Affidavit of Linda Kinsey, Attachment B.

1
2 Q. ARE CLECS USING BELL SOUTH'S POLES, DUCTS, CONDUITS, AND RIGHTS-
3 OF-WAY?
4

5 A. Yes. As of April 19, 2001, CLECs in Alabama had executed with BellSouth 46 license
6 agreements and 102 license agreements region-wide, (both state-specific and multi-state)
7 that allow them to attach their facilities to BellSouth's poles and to place their facilities in
8 BellSouth's ducts and conduits. Since July 1997, BellSouth has received 119 requests in
9 Alabama for access to poles, ducts, conduits, and rights-of-way from 14 CLECs with no
10 requests being denied. Similarly, CLECs have leased approximately 195,600 feet of
11 conduit space in BellSouth's nine-state region as a result of CLEC requests; however,
12 none are in Alabama.
13

14 **CHECKLIST ITEM 4: LOCAL LOOP**
15

16 Q. DESCRIBE BELL SOUTH'S COMPLIANCE WITH CHECKLIST ITEM 4.
17

18 A. Checklist Item 4 requires that BellSouth provide local loop transmission from the central
19 office to the customer's premises, unbundled from local switching or other services. 47
20 U.S.C. § 271(c)(2)(B)(iv). BellSouth provides nondiscriminatory access to local loop
21 transmission on an unbundled basis and has procedures in place for the ordering,
22 provisioning, and maintenance of unbundled loops.
23

24 Q. DESCRIBE THE UNBUNDLED LOOPS BELL SOUTH MAKES AVAILABLE TO
25 CLECS.

1
2 A. The local loop network element is defined as a dedicated transmission facility between a
3 distributing frame (or its equivalent) in a BellSouth central office and the loop
4 demarcation point at an end user customer's premises. The local loop network element
5 includes all features, functions and capabilities of the transmission facility, including dark
6 fiber and attached electronics (except those electronics used for the provision of advanced
7 services, such as Digital Subscriber Line Access Multiplexers or "DSLAMs"), and loop
8 conditioning. 47 C.F.R. § 51.319(a). BellSouth allows CLECs to access unbundled
9 loops at any technically feasible point. BellSouth provides CLECs access to unbundled
10 local loops in a manner that allows an efficient competitor a meaningful opportunity to
11 compete.

12
13 BellSouth makes the following loop types available to CLECs and has provided the
14 following quantities in Alabama as of March 31, 2001:

- 15 • SL1 voice grade loops (563)
- 16 • SL2 voice grade loops (13,741)
- 17 • 2-wire ISDN digital grade loops (704)
- 18 • 2-wire ADSL loops (954)
- 19 • 2-wire HDSL loops (46)
- 20 • 4-wire HDSL loops (0)
- 21 • 4-wire DS-1 digital grade loops (776)
- 22 • 56 or 64 Kbps digital grade loops (0)
- 23 • UCL (Long and Short) loops (751)
- 24 • DS3 Loops (0)
- 25 • UCL-ND (0)

1
2 CLECs may purchase additional loop types through the BFR process. BellSouth provides
3 access to loops at any technically feasible point with access to all features, functions, and
4 capabilities unbundled from other UNEs; without any restrictions that impair use by
5 CLECs; for a CLEC's exclusive use; and in a manner that enables CLECs to combine
6 loops with other UNEs. *See* NewSouth Agmnt., Att. 2. Moreover, BellSouth offers local
7 loop transmission of the same quality and same equipment and technical specifications
8 used by BellSouth to service its own customers.
9

10 Q. ARE CLECS PURCHASING UNBUNDLED LOOPS FROM BELLSOUTH?
11

12 A. Yes. As of March 31, 2001, BellSouth had provisioned unbundled loops to over 15
13 CLECs in Alabama. In BellSouth's nine-state region, BellSouth had provisioned 353,992
14 unbundled loops as of that same date.
15

16 Q. DOES BELLSOUTH OFFER UNBUNDLED LOOPS SERVED BY INTEGRATED
17 DIGITAL LOOP CARRIER ("IDLC") TECHNOLOGY?
18

19 A. Yes. IDLC is a special version of DLC that does not require the host terminal in the
20 central office (sometimes referred to as the Central Office Terminal or "COT"), but
21 instead terminates the digital transmission facilities directly into the central office switch.
22 The design of IDLC technology means that it is impossible to separate the loop from the
23 switch because the switch performs the control and functions normally performed by the
24 host terminal. In the Texas decision, the FCC found that "the BOC must provide
25 competitors with access to unbundled loops regardless of whether the BOC uses

1 integrated digital loop carrier (IDLC) technology or similar remote concentration devices
2 for the particular loops sought by the competitor.” *SWBT*, ¶ 248. BellSouth provides
3 access to such IDLC loops via the following methods:

4 Alternative 1: If sufficient physical copper pairs are available, BellSouth will
5 reassign the loop from the IDLC system to a physical copper pair.
6

7 Alternative 2: Where the loops are served by Next Generation Digital Loop
8 Carrier (NGDLC) systems, BellSouth will “groom” the integrated loops to form a
9 virtual Remote Terminal (RT) set-up for universal service (that is, a terminal
10 which can accommodate both switched and private line circuits). “Grooming” is
11 the process of arranging certain loops (in the input stage of the NGDLC) in such a
12 way that discrete groups of multiplexed loops may be assigned to transmission
13 facilities (in the output stage of the NGDLC). Both of the NGDLC systems
14 currently approved for use in BellSouth’s network have “grooming” capabilities.
15

16 Alternative 3: BellSouth will remove the loop distribution pair from the IDLC and
17 re-terminate the pair to either a spare metallic loop feeder pair (copper pair) or to
18 spare universal digital loop carrier equipment in the loop feeder route or Carrier
19 Serving Area (CSA). For two-wire ISDN loops, the universal digital loop carrier
20 facilities will be made available through the use of Conklin BRITEmux or Fitel-
21 PMX 8uMux equipment.
22

23 Alternative 4: BellSouth will remove the loop distribution pair from the IDLC and
24 re-terminate the pair to utilize spare capacity of existing Integrated Network
25 Access (INA) systems or other existing IDLC that terminates on DCS equipment.

1 BellSouth will thereby route the requested unbundled loop channel to a channel
2 bank where it can be de-multiplexed for delivery to the requesting CLEC or for
3 termination in a DLC channel bank in the central office for concentration and
4 subsequent delivery to the requesting CLEC.

5
6 Alternative 5: When IDLC terminates at a peripheral capable of serving "side-
7 door/hairpin" capabilities, BellSouth will utilize this switch functionality. The
8 loop will remain terminated directly into the switch while the "side-door/hairpin"
9 capabilities allow the loop to be provided individually to the requesting CLEC.

10
11 Alternative 6: If a given IDLC system is not served by a switch peripheral that is
12 capable of side-door/hairpin functionality, BellSouth will move the IDLC system
13 to switch peripheral equipment that is side-door capable.

14
15 Alternative 7: BellSouth will install and activate new Universal DLC ("UDLC")
16 facilities or NGDLC facilities and then move the requested loop from the IDLC to
17 these new facilities. In the case of UDLC, if growth will trigger activation of
18 additional capacity within two years, BellSouth will activate new UDLC capacity
19 to the distribution area. In the case of NGDLC, if channel banks are available for
20 growth in the CSA, BellSouth will activate NGDLC unless the DLC enclosure is
21 a cabinet already wired for older vintage DLC systems.

22
23 Alternative 8: When it is expected that growth will not create the need for
24 additional capacity within the next two years, BellSouth will convert some
25 existing IDLC capacity to UDLC.

1 *See e.g. Intermedia Agmnt., Att. 2, § 3.0.*

2
3 Because certain circuits cannot be supported via an IDLC system in those instances
4 where NGDLC is installed, BellSouth normally reserves some NGDLC capacity to
5 support those special service circuits (both its own and those of CLECs) through a
6 universal DLC arrangement based on site-specific forecasts. BellSouth does not reserve
7 loops served by NGDLC for its own purposes, and does not restrict CLEC access to
8 BellSouth loops. BellSouth will construct the facilities necessary to provide unbundled
9 loops to requesting CLECs in the small number of cases in which none of these methods
10 is viable through the special construction process. *See NewSouth Agmnt., Att. 2, § 2.2.1.*

11
12 Q. DESCRIBE BELL SOUTH'S UNIVERSAL DIGITAL CARRIER LOOP OFFERING.

13
14 A. BellSouth provides CLECs the Universal Digital Carrier ("UDC") capable loop. This
15 loop gives CLECs the ability to arrange the individual channels of an ISDN line such that
16 it appears to the end user to be a single channel of 144 Kbps. Some CLECs have referred
17 to such an arrangement as ISDN Digital Subscriber Line (IDSL) service.

18
19 Q. DOES BELL SOUTH OFFER LOOP CONDITIONING?

20
21 A. Yes. BellSouth offers loop conditioning in accordance with applicable FCC rules and
22 orders. Loop conditioning is defined as the removal from the loop of any devices that
23 may diminish the capacity of the loop to deliver high-speed switched wireline
24 telecommunications capability, including xDSL service. BellSouth provides loop
25 conditioning for unbundled loops, whether or not BellSouth offers advanced services to

1 the end-user on that loop. *See* SGAT, § IV.F. BellSouth's loop conditioning offer is
2 described fully in the testimony of Wiley (Jerry) G. Latham.

3
4 Q. ARE CLECS PURCHASING LOOP CONDITIONING?

5
6 A. Yes. Through March 2001, no CLECs in Alabama made requests for loop conditioning;
7 however, across BellSouth's region as of that same date there were a total of 59 requests.

8
9 Q. DOES BELL SOUTH OFFER SUB-LOOP ELEMENTS IN COMPLIANCE WITH
10 CHECKLIST ITEM 4?

11
12 A. Yes. In addition to the unbundled loops themselves, BellSouth offers CLECs
13 nondiscriminatory access to sub-loop elements. *See* NewSouth Agmnt., Att. 2, § 6.0. A
14 sub-loop unbundled network element is an existing portion of the loop that can be
15 accessed at accessible points on the loop. An accessible point on the loop is where
16 technicians can access the copper wire or fiber within the cable without removing a splice
17 case to reach the wire or fiber within. This includes any technically feasible point near
18 the customer premises (such as the pole or pedestal, the NID, or minimum point of entry
19 (MPOE) to the customer's premises), the feeder distribution interface (FDI), the Main
20 Distributing Frame, remote terminals and various other terminals. BellSouth offers loop
21 concentration/multiplexing as a sub-loop element. BellSouth also provides unbundled
22 access to the sub-loop elements loop feeder, loop distribution, intrabuilding network
23 cable, and network terminating wire. Details about how these sub-loop elements are
24 provided may be found at BellSouth's Interconnection website:

25 <http://www.interconnection.bellsouth.com/products/unec.html>

1
2 Q. ARE CLECS PURCHASING SUB-LOOP ELEMENTS?

3
4 A. Yes. While CLECs in Alabama have not purchased unbundled sub-loop elements,
5 BellSouth has provided over 500 unbundled sub-loop elements across its nine-state
6 region.

7
8 Q. DOES BELL SOUTH PROVIDE ACCESS TO DARK FIBER?

9
10 A. Yes. BellSouth also provides access to unused transmission media, which in some cases
11 is referred to as "dark fiber". *See e.spire Agmnt., Att. 2, § 14.* BellSouth provides dark
12 fiber in the subscriber loop segment of the network and in the dedicated interoffice
13 transport segment of the network as a UNE when the CLEC has collocation space in a
14 central office housing a BellSouth tandem or end office switch. BellSouth uses
15 standardized forms to allow a CLEC to determine dark fiber availability via a service
16 inquiry and to order dark fiber via a local service request. BellSouth will use its best
17 efforts to confirm the availability of dark fiber within ten (10) business days of receipt of
18 a service inquiry. BellSouth will use its best efforts to provide dark fiber to the CLEC
19 within thirty (30) business days from the receipt of a complete, accurate and error-free
20 local service request. BellSouth will either grant the request, and issue an appropriate
21 lease, or deny the request. Availability is limited by fibers in use by BellSouth or its
22 customers, maintenance spares, number of defective fibers present, and the number of
23 fibers for which BellSouth has specific documented plans within a two-year period.
24 BellSouth has, where appropriate, executed non-disclosure agreements and agreed to
25 share documents with CLECs in order to demonstrate BellSouth's specific documented

1 plans. To exercise its right of revocation, BellSouth must demonstrate that the subject
2 dark fiber is needed to meet BellSouth's bandwidth requirements or the bandwidth
3 requirements of another local service provider. BellSouth's dark fiber interoffice service
4 terminates on a standard Light Guide Cross-connect (LGX) termination at both ends.
5 The dark fiber subscriber loop service terminates on a standard LGX in the subscriber's
6 Serving Wire Center. A collocation cross-connect is used to provide connectivity
7 between the dark fiber and the CLEC's collocation space. *See, e.spire Agmnt., Att. 2, §*
8 *14.*

9
10 Q. ARE CLECS PURCHASING DARK FIBER?

11
12 A. Yes. BellSouth has no dark fiber arrangements in place in Alabama. BellSouth has ten
13 (10) dark fiber arrangements in place in two (2) other states within BellSouth's nine-state
14 region.

15
16 Q. DOES BELL SOUTH OFFER CLECS LINE SHARING?

17
18 A. Yes. BellSouth provides CLECs with access to the high frequency portion of the local
19 loop as a UNE in compliance with the FCC's *Line Sharing Order*. The high frequency of
20 the loop is defined as the frequency range above the voice band on a copper loop facility
21 carrying analog circuit-switched voice band transmissions where the incumbent LEC is
22 the voice provider. *See SGAT, §IV.* BellSouth will provide requesting carriers access to
23 the high-frequency portion of the loop at the remote terminal location as well as at the
24 central office. Line Sharing is discussed in the testimony of Tommy G. Williams.

1 Q. ARE CLECS PURCHASING LINE SHARING?

2
3 A. Yes. As of April 1, 2001, BellSouth had provisioned 2,542 line sharing arrangements
4 across BellSouth's nine-state region and 217 line sharing arrangements in Alabama.
5

6 Q. DOES BELL SOUTH PROVIDE ACCESS TO LOOP MAKEUP INFORMATION?
7

8 A. Yes. BellSouth provides CLECs access to information regarding a given loop's
9 characteristics, including loop length, wire gauge, loop medium (copper or fiber), and
10 information regarding any bridged tap, load coil, or repeaters present on the loop.
11 Manual access to LMU information is described in the testimony of Wiley (Jerry) G.
12 Latham. *See also*, SGAT, §IV. BellSouth's electronic pre-ordering and ordering
13 interfaces have been enhanced to provide electronic access to loop makeup information
14 and electronic ordering of ADSL-capable loops, HDSL-capable loops, and UCLs.
15 Electronic access to LMU information is described in the testimony of Ron Pate.
16

17 Q. ARE CLECS ACCESSING LOOP MAKEUP INFORMATION?
18

19 A. Yes. In February 2001, CLECs made 4,283 mechanized LMU inquiries region-wide. In
20 Alabama, CLECs made 394 mechanized LMU inquiries. From November 2000 through
21 February 2001, CLECs made 549 manual LMU inquiries region-wide, and 30 in
22 Alabama.
23

24 Q. DOES BELL SOUTH PROVIDE XDSL LOOPS TO CLECS?
25

1 A. Yes. As discussed earlier, BellSouth provides CLECs with various types of xDSL loops
2 including the 2-wire Asymmetrical Digital Subscriber Line (ADSL), the 2-wire and 4-
3 wire High-bit-rate Digital Subscriber Line (HDSL), 2-wire ISDN and Unbundled Copper
4 Loops. *See* NewSouth Agmnt., Att. 2, § 2.0. Finally, BellSouth offers nondiscriminatory
5 access to loop makeup information so that CLECs can determine whether or not existing
6 loop facilities can support the desired xDSL service. BellSouth's xDSL loops, line
7 conditioning and loop qualification offerings are discussed in detail in the testimony of
8 Wiley (Jerry) G. Latham.

9
10 Q. ARE CLECS ORDERING XDSL LOOPS?

11
12 A. Yes. As of March 31, 2001, in Alabama, BellSouth had provisioned 954 two-wire ADSL
13 loops and 46 two-wire HDSL loops to over 15 different CLECs in Alabama. As of the
14 same date, BellSouth had provisioned within its region 14,102 two-wire ADSL loops,
15 451 two-wire HDSL loops, and 46 four-wire HDSL loops to over 90 different CLECs.

16
17 Q. DOES BELL SOUTH FACILITATE LINE SPLITTING?

18
19 A. Yes. BellSouth will work cooperatively with CLECs to develop rates, methods and
20 procedures to operationalize a process whereby two CLECs, one being a provider of
21 voice services and the other being a provider of data services may provide service over
22 the same loop. *See* SGAT, § II.B.9. Line Splitting is discussed in detail in the testimony
23 of Tommy Williams.

24
25 Q. ARE CLECS ORDERING LINE SPLITTING?

1
2 A. No, not at this time. As stated above, however, BellSouth will facilitate line splitting for
3 any CLEC that requests it.
4

5 **HOT CUTS**
6

7 Q. GENERALLY DESCRIBE THE PROCESS KNOWN AS A "HOT CUT."
8

9 A. Hot cuts involve the conversion of an existing BellSouth customer to the network of a
10 competitor by transferring the customer's in-service loop over to the CLEC's network.
11 BellSouth has established hot cut procedures that ensure accurate, reliable, and timely
12 cutovers.
13

14 Q. DESCRIBE THE LOOP CUTOVER PROCEDURES ESTABLISHED BY
15 BELL SOUTH TO ENSURE ACCURATE AND TIMELY CUTOVERS.
16

17 A. BellSouth has implemented three hot cut processes, two involving coordination at the
18 time of the hot cut between BellSouth and the requesting CLEC and one process that
19 does not involve such coordination. The two processes for coordinated loop cutovers are
20 a time-specific cutover, and a non-time-specific cutover. With a time-specific cutover, a
21 CLEC can set a specific date and time for a loop conversion by ordering and paying for
22 time specific order coordination. Under this option, BellSouth commits to use best
23 efforts to complete the conversion as specified by the CLEC at the ordered date and time.
24 See NewSouth Agmnt., Att. 2, § 2.2.2. If unforeseen circumstances occur during the
25 provisioning process which may cause the date or time of the conversion to be in

1 jeopardy, BellSouth notifies CLEC as soon as the jeopardy is identified to allow the
2 CLEC to respond to its customer as appropriate.

3
4 Under the second option, the CLEC may request non-time specific coordination from
5 BellSouth. Under this option, BellSouth and a CLEC mutually establish a date for the
6 conversion but do not pick a specific conversion time at the time BellSouth receives the
7 CLEC's local service request. Then, 24 to 48 hours in advance of the date of the
8 conversion, BellSouth and the CLEC mutually set a time for the conversion. Like time-
9 specific coordination, if unforeseen circumstances occur that may jeopardize BellSouth's
10 ability to perform the conversion, BellSouth notifies the CLEC as soon as the jeopardy is
11 identified.

12
13 As a third option, the CLEC may prefer no coordination of any kind between BellSouth
14 and the CLEC at the time of the hot cut. The CLEC merely specifies the date upon which
15 it wishes BellSouth to perform its cutover activities and BellSouth notifies the CLEC
16 once the hot cut is complete.

17
18 Q. DESCRIBE IN MORE DETAIL THE PROCESS FOR COORDINATED CUTOVERS.

19 A. Coordinated loop cutovers involve a number of steps. Exhibit WKM-2 shows, pictorially
20 and with a brief narrative, the various work steps involved in a typical coordinated loop
21 cutover. These photographs were taken in BellSouth's Norcross, Georgia, central office;
22 however, the work steps are identical in all nine states in BellSouth's region. Briefly, the
23 work steps involved are as follows:

- 1 • The BellSouth central office technician receives a call to begin cutover and asks
2 for the cable pair number of the loop to be cutover. This is shown on page 1 of
3 Exhibit WKM-2.
- 4 • The technician types the cable pair number into a database to find the loop
5 cutover work order number. This is shown on page 2 of Exhibit WKM-2.
- 6 • The technician retrieves a copy of the work order for the unbundled loop. This is
7 shown on page 3 of Exhibit WKM-2.
- 8 • The technician in the BellSouth central office responds to the BellSouth UNE
9 Center's request to initiate coordination of the overall cutover of service from
10 BellSouth to the CLEC. This is shown on page 4 of Exhibit WKM-2.
- 11 • The technician then verifies that the correct loop has been identified for cutover.
12 This is done using a capability referred to as Automatic Number Announcement
13 Circuit ("ANAC"). The technician plugs a test set onto the loop and dials a
14 special code. The telephone number associated with that loop is played audibly.
15 This is shown on page 5 of Exhibit WKM-2.
- 16 • Next, the technician locates the existing jumper on the BellSouth Main
17 Distributing Frame ("MDF") running between the loop and the BellSouth switch
18 port. This is shown on pages 6-7 of Exhibit WKM-2.
- 19 • The technician locates and removes the end of the jumper connected to the
20 BellSouth cable pair. This is shown on page 8 of Exhibit WKM-2.
- 21 • The technician then locates and removes the end of the jumper connected to the
22 BellSouth switching equipment. This is shown on page 9 of Exhibit WKM-2.
- 23 • The technician then connects the one end of a new jumper between the loop and a
24 connector block on a cable rack with tie cables to the CLEC's collocation
25 arrangement. This is shown on page 10 of Exhibit WKM-2.

- 1 • The technician then weaves the new jumper wire through the cable rack to reach
2 the tie cables to the CLEC's collocation arrangement. This is shown on page 11
3 of Exhibit WKM-2.
- 4 • The technician connects the second end of the new jumper to the connector block
5 and thus the tie cable to the CLEC's collocation equipment. This is shown on
6 page 12 of Exhibit WKM-2.
- 7 • The technician next verifies that the loop is connected to the expected switch port
8 and telephone number in the CLEC's switch, again using ANAC capabilities.
9 This is shown on page 13 of Exhibit WKM-2.
- 10 • Upon successful completion of the loop cutover, the technician verifies with the
11 CLEC that the order was correctly worked, closes the work order, and notifies the
12 UNE Center. This is shown on page 14 of Exhibit WKM-2.
- 13 • Once the cutover is complete, the CLEC sends appropriate messages to effect
14 number porting.

15
16 Q. DOES BELLSOUTH DO ANY TESTING IN ADVANCE OF THE CUTOVER DATE?
17

18 A. Yes, BellSouth does advance testing for all designed circuits which come with test points.
19 For such circuits, BellSouth will check the circuit 24 to 48 hours prior to the due date.
20 For non-designed circuits, BellSouth performs continuity tests within the central office
21 from the collocation space to the BellSouth switch. For both designed and non-designed
22 circuits, BellSouth tests on the cutover due date for CLEC dialtone.
23

24 On the due date, BellSouth tests for CLEC dialtone for all circuits, whether designed or
25 nondesigned. BellSouth also monitors the line for use. If during the test, BellSouth does

1 not receive CLEC dialtone, the cutover will not take place unless the CLEC corrects the
2 problem within 15 minutes or pays for standby time. Otherwise, the CLEC must elect to
3 reschedule the conversion.
4

5 Q. DOES BELLSOUTH PERFORM LOOP CUTOVERS SIMULTANEOUSLY WITH
6 NUMBER PORTING?
7

8 A. No. BellSouth does not perform loop cutovers simultaneously with number porting for
9 the very important reason that to do so leaves the end user customer at risk of the number
10 porting being completed early and calls bound for the end user customer being
11 misdirected to the CLEC's switch. The loop cutover is much more complicated in terms
12 of the work steps involved (on the part of both BellSouth and the CLEC) than the number
13 porting. BellSouth performs all "up front" work in anticipation of the loop cutover being
14 successfully completed. BellSouth's provisioning process is discussed in the testimony of
15 Ken Ainsworth. BellSouth's Local Number Portability LNP process is discussed further
16 in the Affidavit of Dennis L. Davis, Attachment E.
17

18 The cutover process can be even more unobtrusive to the end user customer if one of
19 several processes is followed. The CLEC might, for example, schedule the cutover late
20 at night or on a weekend or any other time when the end user customer will not be using
21 the service. Other procedures such as pre-wiring cross connections in anticipation of
22 BellSouth's providing the unbundled network elements likewise minimize or eliminate
23 any inconvenience to the end user customer.
24

1 Q. DOES BELLSOUTH DOCUMENT ITS CUTOVER PROCESS SUCH THAT THE
2 CLECS CAN REVIEW IT?

3
4 A. Yes. BellSouth has developed a detailed flow chart depicting the entire process. This
5 process flow is attached to this testimony as Exhibit WKM-3.
6

7 Q. DOES BELLSOUTH HAVE METHODS AND PROCEDURES THAT DOCUMENT
8 THIS PROCESS FLOW?

9
10 A. Yes. BellSouth has developed methods and procedures (M&Ps) for its process flow.
11 BellSouth's M&Ps are attached to this testimony as Exhibit WKM-4 and address the
12 following:

- 13 • BellSouth's processes when a CLEC orders a coordinated conversion and whether
14 the CLEC wants to set the conversion time for an offered day or whether the
15 CLEC elects to have the time mutually agreed to prior to conversion.
- 16 • BellSouth's requirements to contact the CLEC at any point in the provisioning
17 process where a jeopardy condition might result in a conversion delay.
- 18 • BellSouth's commitment to contact the CLEC 24 to 48 hours in advance of the
19 cut depending on the interval for the service ordered, to negotiate a non time
20 specific conversion and/or to verify the CLEC's readiness to convert the
21 customer's service as ordered.
- 22 • BellSouth's pre-testing responsibilities prior to conversion as well as on the
23 conversion date to ensure the conversion is completed successfully.
- 24 • BellSouth's willingness to notify and cooperatively work with CLECs to correct
25 any wiring defects which BellSouth identifies while performing pre-testing

1 activities whether the fault appears to be in BellSouth's or a CLEC's equipment.

- 2 • A CLEC's ability to accept or reject the completion of a conversion prior to
- 3 BellSouth completing the service request and BellSouth's obligation to timely
- 4 notification to the CLEC for the porting of telephone numbers.

5 In addition, BellSouth has developed training materials with which to instruct its

6 technicians about the loop cutover process. These are Work Instruction UTDIC001,

7 Issue 2f and Work Instruction UTNIC001, Issue 2g. and are attached to this testimony as

8 Exhibit WKM-5.

9

10 Q. IS BELL SOUTH'S CIRCUIT FACILITY ASSIGNMENT DATABASE AVAILABLE

11 TO CLECS IN CONNECTION WITH LOOP CUTOVERS?

12

13 A. Yes. BellSouth makes available its Circuit Facility Assignment database (CFA) to

14 CLECs via the Internet. BellSouth provides CLECs with the circuit facility assignments

15 (that is, cable and pair assignments for the cable between the CLEC's collocation

16 arrangement and BellSouth's equipment such as distributing frames or cross-connect

17 bays) assigned to the CLEC at the time the CLEC's collocation arrangement is made

18 available. Each CLEC is required to maintain its own circuit facility assignment records

19 and assign each pair that the CLEC wants BellSouth to use in order to connect BellSouth

20 facilities to the CLEC's facilities.

21

22 **CHECKLIST ITEM 5: LOCAL TRANSPORT**

23

24 Q. DESCRIBE BELL SOUTH'S COMPLIANCE WITH CHECKLIST ITEM 5.

25

1 A. Checklist Item 5 requires BellSouth to offer access to the local transport network element
2 on the trunk side of a wireline local exchange carrier switch unbundled from switching or
3 other services. 47 U.S.C. § 271(c)(2)(B)(v). Local transport consists of BellSouth
4 interoffice transmission facilities dedicated to a particular customer or carrier, or shared
5 by more than one customer or carrier, that provide telecommunications between wire
6 centers owned by BellSouth or a CLEC or third parties acting on behalf of a CLEC, or
7 between switches owned by BellSouth or a CLEC or third parties acting on behalf of a
8 CLEC. BellSouth provides both types of local transport, namely dedicated and common
9 (also called “shared.”) *See* NewSouth Agmnt., Att. 2, § 8.0. BellSouth complies with the
10 obligations of this checklist item, both through its interconnection agreements and
11 through its SGAT.

12
13 Dedicated transport consists of BellSouth transmission facilities dedicated to a particular
14 customer or carrier that provide telecommunications between wire centers owned by
15 BellSouth or CLECs, or between switches owned by BellSouth or CLECs. *See* e.spire
16 Agmnt., Att. 2, § 8.3.

17
18 Common transport is interoffice transmission facilities, shared between BellSouth and
19 one or more CLECs, that connect end office switches, end office switches and tandem
20 switches, or tandem switches, in BellSouth’s network. This definition of common
21 transport assumes the interconnection point between the two carriers’ networks is at
22 BellSouth’s switch. *See* e.spire Agmnt., Att. 2, § 8.2.

23
24 With respect to dedicated transport, BellSouth does the following: (1) provides
25 unbundled access to dedicated transmission facilities between BellSouth’s central offices